

C O P Y

ROY NUNES, LOCAL 70

BEFORE
JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

P R O C E E D I N G S
of the
SPECIAL JC#7 COMMITTEE

SAN FRANCISCO, CALIFORNIA

AUGUST 12 1969

Reported by:

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I N D E X

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BEFORE
JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

P R O C E E D I N G S
of the
SPECIAL JC#7 COMMITTEE

ROOM 1426
CALIFORNIAN HOTEL
SAN FRANCISCO, CALIFORNIA
AUGUST 12 1969

1 CASE #8-9-4813

AUGUST 12 1969

10:30 A.M.

2 SANTA FE TRAIL TRANSPORTATION CO., and

3 LOCAL 315, Martinez, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 H. F. COZART appeared on behalf of the employer.

11 VINCE ALOISE, JOE DAVIS, WILLIAM UMBERGER and JOHN
12 TEIXEIRA appeared on behalf of Local 315.

13 - - -

14 CHAIRMAN WILLIAMS: Let's go!

15 MR. ALOISE: This is twofold; it's for time lost and for
16 doctor's bills. Well, I'll read direct from the man's grievance
17 itself.

18 Johnnie, why don't you get up here and read it?

19 MR. TEIXEIRA: You can't read my writing. You want the
20 specifics?

21 "On 5/17 I fell and fractured a rib. I was at
22 home at the time, and I went to the hospital and it
23 wound up just a slight fracture. I had--"

24 CHAIRMAN WILLIAMS: A little louder so the girl can take it.

25 MR. TEIXEIRA: "I had a fracture of one rib, and
26 I went to work for seven days; I worked seven days

1 following the accident. On the eighth day, I
2 worked on graveyard. I was held up for fifteen
3 minutes by one of our Santa Fe piggyback transit.
4 I was then close to the gate. I was late for two
5 minutes and they sent me home. So I decided to
6 take my sick leave. I could use the additional
7 days off to recuperate.

8 "On June 2nd, the Assistant Superintendent
9 Schlichting called me. I told him my injury. On
10 the following day, I received a registered letter
11 enclosing some Santa Fe form and requested to have
12 the attending physician fill out the detail, Dr.
13 Aquillar, and he released me for work.

14 "And he asked me what I had done. I told him
15 I was a teamster, I told him I drive only. So
16 he says OK and he put me down for limitation on
17 'no heavy lifting.' My job doesn't require any
18 heavy lifting.

19 "Well, upon reading the limitation, Cozart
20 sent me home for two weeks. And on June 10th I
21 came across Article 41. I believe this pertains
22 to me. I went to work anyway and I punched in
23 and I was sent home anyway. And I was on sick
24 leave and they said I had to have a release, I
25 had to go to the doctor. So I went to the doctor
26 and he gave me the no limitation."

1 MR. SLAYBAUGH: When did you go to the doctor?

2 MR. TEIXEIRA: This is the same thing. This is an addi-
3 tional grievance. And after two weeks I went back again, because
4 that's the stipulation of Mr. Cozart. When I came, it was a
5 denial in payment, although he stipulated I go to the doctor.

6 MR. KING: You mean the company refused to pay the exami-
7 nation fee?

8 MR. TEIXEIRA: Although he stipulated I go. Both times it
9 was stipulated I go, plus the time--

10 MR. ALOISE: This is the form sent by Santa Fe to John.

11 MR. TEIXEIRA: Right, he gave me the form.

12 MR. ALOISE: And it reads:

13 "This is to confirm the phone conversation
14 between you and Mr. Schlichting on June 2 1969
15 when you stated you had received a broken rib
16 injury in a fall when painting your house.

17 "I am enclosing three copies of Form 1784A
18 which must be completed by your personal doctor.
19 Two copies of this form must be returned to my
20 office before you return to work. It will be
21 necessary to have you take a physical examination
22 by a company doctor before returning to work."

23 And at that time, Cozart and John agreed that they would
24 accept Aquillar's decision whether he would come to work or not.

25 MR. SLAYBAUGH: That was on June the 2nd. And then you got
26 a release from the doctor which said that there would be no heavy

1 lifting?

2 MR. TEIXEIRA: Right.

3 MR. SLAYBAUGH: You say your job doesn't require heavy
4 lifting?

5 MR. TEIXEIRA: I shuttle between Oakland-San Francisco,
6 Oakland-Richmond and San Francisco-Richmond-Oakland.

7 MR. KING: He is a pig driver.

8 MR. TEIXEIRA: Just shuttle pigs to the customers.

9 MR. SLAYBAUGH: Then you went back to the doctor a second
10 time. This time you got a release that made no mention of any-
11 thing.

12 MR. TEIXEIRA: Right.

13 MR. SLAYBAUGH: You brought that back and then the company
14 put you to work.

15 MR. TEIXEIRA: That's right.

16 MR. KING: When did they put you to work?

17 MR. TEIXEIRA: The night that I got it back.

18 MR. KING: The night that you brought back the release.
19 This was the same doctor?

20 MR. TEIXEIRA: Yes.

21 MR. ALOISE: You got to understand he worked seven days
22 prior to the doctor giving him a limited--

23 MR. SLAYBAUGH: I understand that he worked seven days
24 without saying anything.

25 MR. ALOISE: Right, it didn't bother him.

26 MR. SLAYBAUGH: Then it started to bother you?

1 MR. TEIXEIRA: I was a little sore the day it was forced
2 on me. I wasn't incapacitated.

3 MR. SLAYBAUGH: You did go home on your own free will.
4 You weren't sent home.

5 MR. TEIXEIRA: No. I worked the seven days. I was sent
6 home because I couldn't get there to punch in. So then I decided
7 I was going to fully recuperate.

8 MR. KIRBY: It's only at that time, John, that the company
9 learned about the bad ribs?

10 MR. TEIXEIRA: Right, bad rib.

11 MR. KIRBY: And at that time, they then sent you the letter
12 and informed you that you had to have a full release to come
13 back to work.

14 MR. TEIXEIRA: Right.

15 MR. KIRBY: Or a release to come back to work.

16 MR. TEIXEIRA: Right.

17 MR. KIRBY: And you got the partial release initially,
18 which they wouldn't accept, and they said, "Don't come back until
19 you have a full release." Is that, in essence, the problem?

20 MR. TEIXEIRA: In essence, yes.

21 MR. KING: All right. Mr. Cozart, what have you got to say?

22 MR. COZART: First, we wrote about confirming the conver-
23 sation. Mr. Teixeira is a driver, that's right, but he also
24 works on the ramp in driving the tractor. So Mr. Teixeira
25 does more than just sit there at that steering wheel.

26 The first letter that we wrote was to confirm the conver-

1 sation. We didn't know anything about Mr. Teixeira getting hurt,
2 and the night he showed up for work and was late, he was sent
3 back home. Then there is some confusion whether he called Mr.
4 Schlichting--that's my assistant--or Mr. Schlighing called him.
5 Teixeira says that Schlichting called him, Schlichting says that
6 Teixeira called him. But anyway, the conversation was that's
7 when Teixeira told Schlichting about injuring his rib falling off
8 the ladder in painting his house. We didn't know he had been
9 injured before.

10 Then that's when I wrote him the letter and sent those
11 forms for his doctor to fill out. The letter doesn't say any-
12 thing about the doctor examining him; the letter just reads as
13 he read it. It doesn't say anything about examining. All we
14 want is the form to be filled, and the doctor filled it out.

15 I got the form right here that the doctor filled out and
16 returned, and it says: "Any work limitation?" It says: "Yes,
17 no heavy lifting for two-week period." And this form was dated
18 June the 3rd 1969. Now, he had been going to this doctor since
19 May the 17th, according to the doctor's report. So I sent him
20 the letter and the forms.

21 Now, those forms are the same forms for which we had a case
22 here a year ago now for Ward Allen. It was ruled on by this
23 Committee that if we sent people forms like that to have their
24 doctor fill out on an off-job injury, that we have to pay. As
25 well as I remember the ruling, we have to pay whatever the doctor
26 charged to fill out that form. We'd also have to pay the man his

1 travel time to that doctor's office, if he has to wait thirty
2 minutes or an hour to get it filled out, and then his travel time
3 back. As well as I remember, that was the ruling.

4 I offered to pay Mr. Teixeira that. He wouldn't take it,
5 he said "no." And he hasn't been paid yet because he refused to
6 accept it. As well as I remember, that's the ruling that was
7 here a year ago.

8 Now, after Mr. Teixeira brought the forms in--he personally
9 brought them in to me--

10 MR. SLAYBAUGH: When?

11 MR. COZART: On June the 3rd. --with that limitation on
12 there, and I said to Tex. . . And here is the letter I wrote
13 him confirming.

14 "I refer to my letter addressed to you June
15 2nd, and in regard to having your doctor complete
16 Form 1784A for our records, you returned a completed
17 copy of the Form 1784A to me and I advised you that
18 the doctor did not release you, and your answer was
19 that you knew it.

20 "I would like to point out that the Form 1784A
21 is dated June 3 1969, and under the question of
22 'Any work limitation,' the doctor has answered
23 'Yes,' with the statement of 'No heavy lifting
24 for two weeks period.'

25 "This is not a release for full duty, which you
26 are very well familiar with due to past experience.

1 It is imperative that you have a release from your
2 doctor for full duty before you will be allowed to
3 return to work.

4 "I noticed on June 11 and 12 1969 that you have
5 come to our place of business and punched the time
6 clock on a time card. I don't understand why you
7 are punching the time clock, but this is to advise
8 you not to report before you have the release for
9 full duty as mentioned."

10 I wrote that letter to Mr. Teixeira, with a copy to the
11 union. I got the receipts. And then we haven't heard any more
12 from that. This is a copy of this same letter to the union and
13 to Mr. Teixeira.

14 I have the form that the doctor filled in. Now, Mr. Teixeira
15 came in to my office on June the 19th, and here is the release
16 from the same doctor: "Mr. John Teixeira has recovered suffi-
17 ciently to return to work June 20 1969 with no limitation." And
18 that night is when he went to work.

19 Then I believe the next day or two I talked to him about
20 this and asked him if he wanted to give me the bill for having
21 this form filled out and his travel time for getting it filled
22 out, and he said, "No." He got mad, he jerked the paper out of
23 my hand. I told him, "I will take you off the job right now if
24 you don't give me that release back." So he gave it back to me.
25 That's the end.

26 Now, he wants to get paid for doctor's bills and two weeks'

1 loss of time that his own doctor didn't release him. And we
2 don't feel he has it coming. We have agreed to pay his travel
3 time to get this form filled out or any charge that the doctor
4 charged him for making the form out. We agreed to pay that.

5 MR. KING: Is there any question about the regulation
6 that's agreed to? Is there any argument about the company rule,
7 that on fellows getting releases, complete releases?

8 MR. TEIXEIRA: It's never happened before.

9 MR. KING: I didn't ask you that. I mean, the union, do
10 you know?

11 MR. DAVIS: Other than the ruling that Cozart is talking
12 about that we have from this Board?

13 MR. KING: But I mean the company rule, there is no
14 question? The company, have you applied this rule all the time?

15 MR. COZART: Ever since that I have worked for Santa Fe
16 Trail, we have never accepted a partial release; it's always been
17 a full release for regular duty.

18 MR. KING: Let me ask you something. The day that you
19 went to work and you were late, had you not been late, they
20 would have never known you were injured?

21 MR. TEIXEIRA: That's right.

22 MR. KING: Now, let me ask you something. Why did they
23 refuse to let you work that day?

24 MR. TEIXEIRA: I was two minutes late. That's another
25 point. I should have.

26 MR. KING: Wait a minute. Let me ask you the question.

1 Then when you were late and they sent you home and you realized
2 that you had the sore rib, then you decided, "I will take my
3 sick leave" to let you recuperate. Then the record speaks for
4 itself when the doctor cleared you altogether.

5 MR. TEIXEIRA: May I say something?

6 CHAIRMAN WILLIAMS: Go ahead.

7 MR. TEIXEIRA: When I did go to the doctor, my wounds were
8 not extensive. He didn't tape me, he left me at my discretion.
9 He didn't put tape or bandage or anything. It's stipulated it's
10 just contusion; in other words, it's just muscular.

11 The doctor, he refused. He wanted to pay the first one,
12 but the second one that he stipulated I go to see the doctor, he
13 didn't want to pay that; he just wanted to pay for the one, he
14 just wanted to pay for the first doctor bill. And, like he said,
15 he wanted to pay for the time. Not the second one, although he
16 stipulated.

17 As far as the heavy work at the ramp, I still have enough
18 seniority and the guys are very cooperative. They will give you
19 the easy job, which is driving.

20 MR. KING: Let me ask you one question. This is the only
21 thing that confuses me in my mind. The first one Cozart wanted
22 to pay?

23 MR. TEIXEIRA: Right.

24 MR. KING: The second one that he insisted that you had to
25 have a release, a complete release, he didn't want to pay?

26 MR. TEIXEIRA: Right.

1 MR. KING: Did the company tell you to go the first time,
2 or did you just arbitrarily go the first time?

3 MR. TEIXEIRA: No, he asked me to get a release the first
4 time.

5 CHAIRMAN WILLIAMS: That's when he got the partial.

6 MR. KING: I understand.

7 Anything else by the parties?

8 MR. SLAYBAUGH: One short question. You say that you
9 didn't feel that rib injury at work?

10 MR. TEIXEIRA: It was very sore. It's muscular. I was
11 sore. It didn't make it feel any better working.

12 MR. SLAYBAUGH: How much sick leave time did you have?

13 MR. TEIXEIRA: I thought I had--I noted that our sick
14 leave had never been posted--I thought I had one day, but I was
15 off four days, four, five days, and I wound up I had two days
16 sick leave. I thought I had one day, but I had two.

17 MR. KING: Anything else by the parties?

18 CHAIRMAN WILLIAMS: I want to ask one question. Is it true
19 that there has been a rule established at the Santa Fe Trail that
20 if a guy shows up later now, he doesn't get to go to work that
21 day?

22 MR. ALOISE: Right.

23 CHAIRMAN WILLIAMS: There is such a rule.

24 MR. ALOISE: There was a rule made from either this
25 Committee or Joint Committee downstairs at one time. At one
26 time, Roy, they let the guy come to work and they pay him for

1 hours worked if the guy was an hour late or half hour late. But
2 some wise guy filed a beef one day.

3 CHAIRMAN WILLIAMS: And they had to go back and pay him
4 eight.

5 MR. ALOISE: At that time, the company said, "Any time a
6 guy is late a minute, he doesn't go to work."

7 MR. KIRBY: Has it been applied uniformly, to your knowl-
8 edge?

9 MR. ALOISE: Within reason. I was there one time and I
10 was talking to the guy, trying to keep him from punching the
11 clock. Harry says, "Let him go to work."

12 MR. SLAYBAUGH: But the practice, it has been applied
13 uniformly.

14 MR. KING: You said "within reason." Why don't we ask the
15 guy that question? He would know. Why don't we bring him in
16 and find out why he was late?

17 MR. KIRBY: He says the train. Everybody says the train.

18 MR. ALOISE: The Santa Fe train crosses the street that the
19 guys come to work.

20 MR. KING: When you were late, was it the Santa Fe's train?

21 MR. TEIXEIRA: Right.

22 MR. KING: How long was the switch engine there?

23 MR. TEIXEIRA: I'm usually fifteen, twenty minutes early,
24 and I was about two minutes late. I don't know why they did it.

25 MR. SLAYBAUGH: I understand this is the only entrance.

26 MR. TEIXEIRA: That's right.

1 MR. SLAYBAUGH: Were a lot of other people late that
2 morning?

3 MR. TEIXEIRA: Wait a minute. This is graveyard. There is
4 only about five or six of us working. Most of them came in
5 early. I have a witness that was on my shift that came in early.
6 I was the only one that didn't come in early because I didn't
7 sign the overtime list.

8 MR. ALOISE: They went to work prior to their starting time.

9 CHAIRMAN WILLIAMS: All right. I think we have it now.

10 [Executive session.]

11 MR. KIRBY: Based on the full release dated 6/19/69, the
12 claim of Teixeira is denied. However, the day he was held up
13 by the Santa Fe switch engine, which resulted in him being two
14 minutes late, shall be paid.

15 In addition, the cost involved of securing the medical
16 releases shall also be paid by the company.

17 MR. KING: Second.

18 CHAIRMAN WILLIAMS: All those in favor, signify by saying
19 "Aye." Those opposed?

20 The motion is carried.

21 [Whereupon, the parties returned to the hearing room and
22 the motion was read by Mr. Kirby.]

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1 CASE #8-9-4814

AUGUST 12 1969

11:02 A.M.

2 SANTA FE TRAIL TRANSPORTATION COMPANY, and

3 Local 315, Martinez, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 H. F. COZART appeared on behalf of the employer.

11 VINCE ALOISE, JOE DAVIS, WILLIAM UMBERGER and DICK
12 ROYCE appeared on behalf of Local 315.

13 - - -

14 MR. ALOISE: Well, the case is simple enough. The company
15 has a system of phoning people for early calls. On June 6th of
16 '69, the company alleged that they telephoned Mr. Royce at four
17 a.m. to come to work, and Mr. Royce claims that he was home all
18 the time and the phone never did ring.

19 And we're contending this: that we are asking for the hours
20 that the man would have worked where a man with less seniority
21 worked. We're also asking that the early starts be posted at the
22 end of the last shift worked for the coming day.

23 CHAIRMAN WILLIAMS: Off the record.

24 [Remarks outside the record.]

25 MR. ALOISE: Our claim is for the hours that the men with
26 seniority lost because they were denied a phone call; and, No. 2,

1 that we wish to have the early starts posted the night before.

2 MR. KING: All right, Mr. Cozart.

3 MR. COZART: We can't post the early starts the night before
4 because this is strictly piggyback in Richmond. It's not dock
5 work, it's strictly piggyback, and we have to deliver these
6 trailers. That's why we call these men: to get the carloading
7 trailers delivered after the train gets in.

8 The train isn't due till six or seven o'clock in the
9 evening. I've got a stack of paper. If you take the time when
10 the train is due in and take your unload record, I can show you
11 where a number of those trailers were not unloading for twenty-
12 hours after they were due in. So we can't post the night before
13 what time for the men to come to work.

14 Where he claims he never got the call, there is a sheet;
15 it shows that he didn't answer the phone.

16 MR. SLAYBAUGH: Does the time show on this?

17 MR. ALOISE: This is prior to the teamster being on this.

18 CHAIRMAN WILLIAMS: Yes, yes.

19 MR. KING: This is prior.

20 MR. COZART: Then, after this took place, Vince and a couple
21 of other guys--

22 MR. ALOISE: Dave.

23 MR. COZART: --Dave and Herb Bright came down there, and
24 I don't believe Umberger was there.

25 MR. UMBERGER: No, I was on vacation.

26 MR. COZART: And they said, "Here is one guy's word against

1 the other. He says he called and Royce says he didn't get the
2 call, even though the time is written down and 'no answer' or
3 anything." He said, "Will you agree to have a teamster present
4 to make the calls?"

5 First, I told you no. Then I said, "The teamster can even
6 dial if he wants to, but I want him to sign the initials to his
7 name." And from that day, we're still living up to it. This
8 teamster is there every time those calls are made and he has to
9 initial the sheet. And like you fellows say, I haven't heard
10 any more.

11 MR. KING: Do you pay the teamster for dialing the call?

12 MR. COZART: He is on time and a half, seven dollars and
13 something an hour.

14 MR. SLAYBAUGH: I want to clear up something. The grievant
15 here has stated that he thinks there is some discriminatory
16 practice on the part of the dispatcher in making these calls.
17 Has this happened with frequency or happened before with this
18 particular grievant that he has been unable to reach him?

19 MR. COZART: My dispatchers tell me that sometimes Mr. Royce
20 answers the phone and sometimes he doesn't. Now, let me add one
21 thing to this. Those fellows sign that list. It's posted per
22 the agreement.

23 MR. SLAYBAUGH: This is your overtime list.

24 MR. COZART: We put it up on Thursday. They have two days
25 to make up their mind. The contract says Friday. We put it up
26 on Thursday. They got two days to make up their mind. Now, as

1 yet, a man that doesn't answer his phone, or if he answers it
2 and says, "Well, gee, I just got to bed, I can't come in," you
3 just go to the next man and write "no." Up to now, we never
4 even tried to give discipline to a man who refused to come in
5 early.

6 MR. SLAYBAUGH: You couldn't.

7 MR. COZART: Well, he signed the sheet. We feel, for
8 safety measures, if the man doesn't feel like he is able to work,
9 we don't discipline him. We go to the next man. I think we are
10 being fair.

11 CHAIRMAN WILLIAMS: You said one thing that was interesting
12 there, too, when you stated that these trains get in late. That's
13 how we started in the trucking business: by your damn trains
14 being late all the time and they wouldn't accept the trade.

15 MR. COZART: They are still late.

16 MR. KING: Any questions? Any rebuttal? We don't want to
17 shut anybody off.

18 MR. ALOISE: One rebuttal is this: that prior to us
19 inheriting Local 70's early call list, because that's where we
20 got it from, 315 had a posted list the night before for early
21 starts. When 70 moved into the area, they brought some of their
22 conditions with them, and this is one of them. We allowed it at
23 the time because the guys at the time were happy with it, but now,
24 like I say, since the discriminatory policy of the company about
25 calling guys in, we say we want the early calls posted the night
26 before and the pay for not only Mr. Royce; there are three other

1 people: Mr. Buccellato, Lindstrom-- There are three names that
2 I can think of at the top of my head.

3 MR. KIRBY: Vince, you have worked off of this early call
4 sheet as the company had it set up for how many months prior
5 to these grievances arising?

6 MR. ALOISE: Fifteen months.

7 MR. ROYCE: A year.

8 MR. ALOISE: About a year and a little more.

9 MR. COZART: We moved over there--

10 MR. DAVIS: January of last year.

11 MR. KING: How many grievances have you had on this issue
12 in a year?

13 MR. ALOISE: Four, five maybe.

14 MR. KIRBY: All right now?

15 MR. ALOISE: Right in the last few months.

16 MR. KING: Any other questions anybody?

17 All right. Excuse the parties.

18 [Executive session.]

19 MR. KIRBY: Based on the facts presented, the claim is
20 denied.

21 The dispatch procedure now in effect is approved by this
22 Committee.

23 CHAIRMAN WILLIAMS: All those in favor, signify by saying
24 "Aye." Those opposed?

25 The motion is carried.

26 [Whereupon, the parties returned to the hearing room and

1 the motion was read by the reporter.]

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1 CASE #8-9-4804

AUGUST 12 1969

11:40 A.M.

2 PACIFIC MOTOR TRUCK, and

3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

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6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, CHAIRMAN
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 DONALD McKNIGHT appeared on behalf of the company.

11 LOU RIGA, CHUCK MACK, ROBERT BELL and FRANK ALMEIDAS
12 appeared on behalf of Local 70.

13 - - -

14 MR. KING: All right.

15 MR. RIGA: This case that's being filed here against P.M.T.
16 is an operation that goes back some time when they had bid jobs
17 at 7 a.m. starts. I have the above employees. There are twelve
18 employees mentioned here in the filing, the original filing, that
19 their jobs were bid at a 7 a.m. start, and then, on April 23rd
20 1969, the company eliminated the 7 a.m. start and requested that
21 they start at 8 a.m. These bid jobs were not abolished in their
22 entirety, and the company reassigned them to the 8 a.m. start.

23 And the union feels here it is a violation of these people's
24 seniority rights. We have some of these people with twenty years
25 seniority. They are on a 7 a.m. start, and the only reason they
26 bid that job is because of the one hour overtime.

1 The company, rather than post these jobs for bid again and
2 allow these people to fall in on a reassignment where their
3 seniority fits in and allow other people to bid at 8 a.m., they
4 demanded that these people maintain the 8 a.m. start.

5 And we are requesting an hour at time and a half for all
6 the mornings involved here that they were denied their 7 a.m.
7 start.

8 I have here the shop steward, Bob Bell, who can testify to
9 the bids and the practice there that these bids were posted.

10 Bob.

11 MR. KING: Wait a minute. Before you get there, let me ask
12 you a question. What date was this that they reposted the bid?

13 MR. RIGA: On April 23rd '69.

14 MR. KING: April--

15 MR. RIGA: 23rd.

16 MR. KING: '69. OK.

17 MR. RIGA: They did not repost the bid. They just arbi-
18 trarily told these men on these 7 a.m. bids to come in at 8
19 o'clock.

20 MR. KING: Now, let me ask you one more question. When
21 did this group of men bid this job? When was it posted for bid
22 and when did they originally go on the job?

23 MR. RIGA: The majority of these people had bid these bids
24 over a ten-year period. Some of them go back as far as ten years.

25 MR. KING: You don't answer my question.

26 MR. RIGA: Well, you want the particular date?

1 MR. KING: Within reason. Did they all bid at different
2 times in the interim of ten years?

3 MR. RIGA: Yes.

4 MR. KING: You are the steward.

5 MR. BELL: At different times. Some of these had been on
6 the job for a year. One guy in particular had been on this job
7 for a year.

8 MR. KING: How many guys with more than a year that had
9 been on this job that were bid? Just how many? A number. Six?
10 Seven? Eight?

11 MR. BELL: There's twelve. I'd say eleven.

12 MR. KING: Now, let me ask one more question. All the
13 positions that are open at P.M.T. go up for bid?

14 MR. BELL: Yes.

15 MR. KING: Do you post them on the thing?

16 MR. BELL: Right.

17 MR. KING: This is an agreement between Local 70 and P.M.T.?

18 MR. BELL: Right.

19 MR. KING: This is not the contract; this is an agreement.

20 MR. RIGA: They bid classification.

21 MR. KING: You guys have negotiated a thing that you bid
22 down there.

23 MR. RIGA: We don't have anything in writing as far as
24 bidding. The practice has been maintained.

25 MR. KING: But this is an understanding between P.M.T. and
26 Local 70 that when all of these jobs come open you guys bid

1 them by virtue of your seniority, if you can qualify.

2 MR. RIGA: Well, there are exceptions there. For example,
3 bobtail runs, they will bid the classification. They have about
4 a fifty-man pool and they assign them periodically on a day-to-
5 day basis.

6 MR. KING: But you are only talking about guys with no
7 seniority in that group. The guys with the seniority bid the
8 choice jobs and the overtime.

9 MR. RIGA: The overtime. That's why they put them at 7
10 a.m., to protect the runs.

11 MR. KING: OK.

12 MR. RIGA: So this is the union's case here. We feel that
13 the 7 a.m. starting time should be protected because these jobs
14 are still in existence. For example, these military bids where
15 you had Kinyon and Nessler go down the Army base, they are still
16 on the same runs, except the company has just eliminated their
17 7 a.m. start.

18 MR. KING: Let's go off the record a minute.

19 [Remarks outside the record.]

20 MR. RIGA: The company has given the work down at this Army
21 base to other people at the terminal and not maintaining the
22 practice that the bid men protect their bid jobs also.

23 MR. KING: You say that the company has given other people
24 at the terminal this same work at 7 o'clock in the morning?

25 MR. RIGA: No, at 8 o'clock. For example, like at the pig
26 ramp.

1 Now, Bob, do you want to clarify anything?

2 MR. BELL: To go down to the Navy base, they eliminate the
3 7 o'clock start, and every day of the week they have Nesslage
4 run this there. There are people that don't belong to any union,
5 and we run on there last week, people that belong to other unions
6 other than the local union.

7 I don't have the grievance decision, but we had a decision
8 when we were under the rider. The company did the same thing
9 with the military bid; they changed the starting on it from 7
10 to 7:30, left the men on it. We went to grievance and the
11 company was instructed as to how they would eliminate a 7 a.m.
12 start if they didn't want the start; they would abolish the
13 entire job and rebid the job at eight o'clock. The men were given
14 back pay at half an hour a day for every day they started at
15 7:30, and I think that there was a paste-up on this rule.

16 MR. RIGA: I don't have it here. I think I gave it to
17 Chuck Mack here.

18 MR. BELL: That decision was put down in 1965, I think it
19 was.

20 MR. KIRBY: Let me ask you the question. Do all these
21 twelve men do the same thing?

22 MR. BELL: No, some of them are loaders on the dock, some
23 of them are military drivers.

24 MR. KIRBY: Now, they were starting at 7, they are now
25 starting at 8 o'clock, but they are still continuing to do what
26 they were doing at 7. Is that right?

1 MR. BELL: Yes.

2 MR. KIRBY: In other words, the company has just moved
3 their job back one hour and they are continuing to handle the
4 same type of work.

5 MR. RIGA: OK. That's the union's case.

6 CHAIRMAN WILLIAMS: Let's hear from the company.

7 MR. McKNIGHT: We, in April, had need to eliminate, cut
8 back certain jobs which have been mentioned here due to several
9 operational changes. The primary operational change we made was
10 to increase the staff on the graveyard shift for the purpose of
11 loading local PUD trucks. By doing this, it was no longer
12 necessary to maintain these individuals that were working the
13 platform and other jobs at 7 a.m.

14 We posted a notice eliminating the 7 a.m. portion or elimi-
15 nating the 7 a.m. starting times and asking these people to
16 report at 8 a.m., or directing them to report at 8 a.m. They
17 are now frozen on their jobs. We did not eliminate the job,
18 because the job was still in existence. The positions are
19 presently operating today. The only portion of the position that
20 we eliminated was the 7 a.m. starting time.

21 Now, I think it should be pointed out at this point that
22 of these individuals that have been named in this grievance
23 complaint, only about half of them are on legitimate bids. The
24 remainder of them had been assigned previously, had worked into
25 these jobs, and they have been on them for several years in some
26 cases; no quarrel with that.

1 It was our contention, at the time we eliminated the early
2 start, that the contract provides for 8 a.m. starting times, it
3 provides for guaranteed days and it also provides for payment at
4 the rate of time and a half for work performed prior to the
5 regular starting time of 8 a.m. We have paid these individuals
6 when they started at 7 a.m. and time and a half, obviously,
7 between 7 and 8, or 6 and 8, whatever the case might have been.

8 There is a case that was submitted to this Committee at
9 the last session, I believe, the session in May, involving the
10 elimination of some early starts in Local 85 jurisdiction and
11 the C.M.E. In that case, the circumstances are very similar.
12 That case could be used as a guideline in adjudicating this one.

13 It was mentioned here by Mr. Riga that these individuals had
14 no opportunity to have any say in their reassignment or whatever
15 you wanted to call it. This is not a fact. The people were
16 directed that the 7 a.m. portion of the starting time had been
17 eliminated, they were instructed to report on their regular jobs
18 at 8 a.m.

19 We have an agreement in our bidding procedure at the P.M.T.
20 terminal where a man, when he is not satisfied with a bid, may
21 relinquish the bid by simply giving the chief dispatcher a
22 written notice. It's not as if, in other words, these men were
23 confined or arbitrarily restricted to that job. They did have
24 an opportunity, if they desired and did not want to work that
25 job any more at 8 a.m., to relinquish their rights on that job
26 and go wherever their seniority would have carried them.

1 MR. KIRBY: May I ask you a question? If I am one of the
2 men and I relinquish my so-called bid, I then go where my senior-
3 ity will take me. Suppose you had twelve doubles men, my senior-
4 ity would allow me to go that high. Would I go into that twelve
5 group and the bottom man be pushed back?

6 MR. McKNIGHT: Not under these circumstances. Had the job
7 been eliminated, had the entire job been eliminated, yes. In-
8 asmuch as the jobs were not eliminated in their entirety, no,
9 you would not have.

10 MR. KING: You asked part of the question I wanted to ask.
11 Let me ask you something. Do you have a written document of the
12 bidding procedure, the rules and regulations between P.M.T. and
13 Local 70?

14 MR. McKNIGHT: Unfortunately, no. We were directed by a--

15 MR. KING: You see the embarrassing position the Committee
16 is put in--

17 MR. McKNIGHT: Yes.

18 MR. KING: --when you acquiesce the fact that you have a
19 bidding procedure? But you could get into an argument here where
20 you say it is applicable in a certain way and the union says it
21 is in another way. How is a tribunal going to make an honest
22 decision?

23 MR. McKNIGHT: I am well aware of the situation it places
24 you in.

25 MR. KING: Do you agree that there is a bidding procedure
26 for job classification at P.M.T.?

1 MR. McKNIGHT: Yes, I agree there is. We have a bidding
2 procedure.

3 MR. KING: Do you also agree that it's not in the contract
4 that you are signatory to?

5 MR. McKNIGHT: I would agree to that, yes, absolutely. I
6 think, though, that I'd like to point out--

7 MR. KING: I'm not trying to pick it apart. All I am
8 saying is that these people that work at P.M.T. have been led
9 to believe or have been handled in a certain way. Now, they
10 change it. The union business agent comes in and is filing a
11 claim on behalf of these people. You say that we have a bidding
12 procedure, and I want to use your words, maybe not verbatim,
13 when you answered my red-headed constituent here; you said that
14 they can bump in when he asked about the twelve doubles, but not
15 in this particular instance. Is that what you said?

16 MR. McKNIGHT: Yes.

17 MR. KING: Now, the only way we would know whether they
18 could bump in this particular instance or any instance is if you
19 are going to have some rules where we go. I'm not picking on
20 you.

21 MR. McKNIGHT: I know that, George, but I'm sure that you
22 will remember that we have had this bidding situation before the
23 Bridge-Hoffa Commission in an effort to get it reduced to writing.
24 It's an unwieldy thing, we are not satisfied with it. I can't
25 speak for Local 70, I can't say how they would be satisfied, but
26 they have been steadfastly reluctant to reduce anything in this

1 bidding area to writing. We were directed at one time by the
2 Bridge-Hoffa Committee--

3 MR. KING: By me?

4 MR. McKNIGHT: Yes. --to reduce to writing, to get
5 together and formulate a bidding procedure, and we were unable
6 to accomplish that.

7 MR. KING: Not me, I wasn't there in '65.

8 MR. BELL: That was by Bridge-Hoffa. I also might add that
9 the company, after the direction came down, they agreed that
10 they would forget about it.

11 MR. KING: I wasn't there in '65. I was working for the
12 union. Hoffa turned that over to me in 1966.

13 MR. McKNIGHT: Well, it came out of that grievance proce-
14 dure.

15 MR. KING: Let me ask you something else. They made a
16 statement--again, it's how to resolve that problem--they made a
17 statement that this decision came down in the Bridge-Hoffa Rider.
18 You made a statement that this decision did come down. Now, the
19 decision that came down the way the steward said it, did you have
20 to pay him?

21 MR. McKNIGHT: Based on the decision that I have, dated
22 September 28 1965-- And I think Mr. Bell said it was a 1965
23 decision. This is the only decision that I have been able to
24 come up with out of our records. I presume we are talking about
25 the same case.

26 MR. KING: Let's go off the record a minute.

1 [Remarks outside the record.]

2 [Executive session.]

3 CHAIRMAN WILLIAMS: It is understood in this case that
4 there is a set of rules based on a decision in a previous case
5 and those records are available in the Western Conference office.

6 They will be submitted to the parties involved, and this
7 case will be governed by those rules set out in the previous case.

8 [Whereupon, the parties returned to the hearing room and
9 the decision was read by the reporter.]

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1 CASE #8-9-4800

AUGUST 12 1969

2:01 P.M.

2 DiSALVO TRUCK LINES, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 BOB LAWLOR appeared on behalf of the employer.

11 LEROY NUNES appeared on behalf of Local 70.

12 - - -

13
14 MR. NUNES: The company bobtailed a Local 85 driver from
15 San Francisco to the piggyback terminal in Oakland where he
16 picked up a loaded van and delivered it.

17 The union is requesting a day's pay for an employee laid
18 off.

19 The reason for the filing of this case was that DiSalvo
20 Truck Lines moved their operation over to Oakland and put on a
21 night crew for the loading and unloading of pigs. And, evidently,
22 it didn't work out too well and most of this work went back to
23 San Francisco, and the crew that was working on the swing shift
24 was laid off.

25 So, we're under the contention that if they now send an 85
26 man over to pick up a trailer and deliver it, it should be the

1 work of a laid-off employee.

2 MR. KIRBY: Where did they deliver it, Roy?

3 MR. NUNES: You'll have to ask Bob.

4 MR. LAWLOR: Brisbane, San Francisco.

5 MR. NUNES: If he had come over with the pig or an empty
6 and left it there and brought another one back, there would be
7 no question.

8 MR. KIRBY: He delivered the thing in 85 jurisdiction?

9 MR. NUNES: Yes.

10 MR. SLAYBAUGH: Freight destined for San Francisco?

11 MR. LAWLOR: Yes.

12 MR. KIRBY: Where did that man end up with the equipment
13 that way?

14 MR. LAWLOR: He returned the trailer to Ringsby in San
15 Francisco. The load was consigned to San Francisco, the trailer
16 was delivered to the pig ramp.

17 [Executive session.]

18 MR. KING: Based on the facts in this particular case, the
19 claim of the union is denied.

20 MR. KIRBY: Second.

21 CHAIRMAN WILLIAMS: You heard the motion.

22 All those in favor, signify by saying "Aye." Those
23 opposed?

24 The motion is carried.

25 [Whereupon, the parties returned to the hearing room and
26 the motion was read by the reporter.]

1 CASE #8-9-4801

AUGUST 12 1969

3:30 P.M.

2 NAVAJO FREIGHT LINES, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

PETER ATCHISON appeared on behalf of the employer.

10 ROY NUNES appeared on behalf of Local 70.

11 - - -

12
13 CHAIRMAN WILLIAMS: All right. Let's go on Case 4801
14 involving Local 70, Oakland, and Navajo Freight Lines.

15 MR. NUNES: The union is requesting the permanent hostler's
16 rate of pay be paid to Mr. Edley and also request all back monies
17 due.

18 The company posted a bid. The successful bidder for relief
19 graveyard hostler is R. Edley, who performs this duty ninety
20 percent of the time, as the company has admitted when we had our
21 first meeting.

22 The union feels that, being that it is a bid position and
23 he is the man that bid it by seniority, and he is also an asset
24 to the company because they rely on this one man as the relief
25 hostler, that he should be paid the permanent rate of pay at
26 hostler's rate. The motion--

1 CHAIRMAN WILLIAMS: Anyway, it deadlocked.

2 MR. NUNES: Yes.

3 MR. KIRBY: Roy, there is a hostler on the shift. There
4 is now, by virtue of this, since it's a higher-paid classification,
5 a relief hostler that Mr. Edley bid. What does Mr. Edley do when
6 he does not do the hostling on a relief basis?

7 MR. NUNES: He works the platform.

8 MR. KIRBY: He works the platform and the company pays him
9 the platform scale?

10 MR. NUNES: This is what we are arguing.

11 MR. ATCHISON: If he works all night.

12 MR. KIRBY: If the hostler on the shift does not show up,
13 rather than going to the fifteen or twenty men, Mr. Edley goes
14 out and performs the hostling and receives the hostler rate of
15 pay.

16 MR. NUNES: Which he does ninety percent of the time.

17 MR. SLAYBAUGH: What was the original bid?

18 MR. ATCHISON: "There is an opening for relief hostler on
19 the graveyard shift. Position requires a Class 1 license. All
20 interested, please sign below."

21 MR. KING: The union's position is that if they took a
22 guy, they'd pay him, but because they bid a job and gave him a
23 classification and he bid it, they should pay him the classifi-
24 cation. This is the union's position.

25 MR. SLAYBAUGH: It is a fact that he bid hostler.

26 MR. KING: It is a fact that the contract doesn't have

1 to bid, but they bid. This is what kills you when you sit here!

2 MR. SLAYBAUGH: I appreciate that.

3 MR. KIRBY: George, from my standpoint, maybe I ought to
4 get this thing cleared because of the contract section of filling
5 higher-paid positions. Here is a hostler. We know that draws
6 the top scale of the agreement. It's a higher-paid position.
7 The contract says: "In filling higher paid positions under this
8 Agreement, employees working in other classifications under the
9 jurisdiction of this Agreement shall be given reasonable trial
10 on the basis of seniority to demonstrate their ability in which
11 to qualify for such positions."

12 MR. KING: You know what that was for--and he can correct
13 me if I am wrong. If there was a permanent position of a higher-
14 paid classification, the employer could not arbitrarily say he
15 didn't want Georgie King if I could qualify, and he had to give
16 me the opportunity. If it was for temporary, it had nothing to
17 do with temporary; they could take any guy on that dock and send
18 him out and give him that dollar.

19 That's the way it was negotiated. There are minutes to
20 that effect.

21 MR. KIRBY: But here is a company where you are, in this
22 higher-paid position, going out on certain nights, the relief
23 hostler. They have said through their barn, "Here is more money
24 on given nights. Who would like that when it's available?"

25 MR. KING: All right. I know what you are saying. Let
26 the company--

1 How do you bid your heavy men down there?

2 MR. NUNES: The same.

3 MR. KING: You put it up for bid?

4 MR. NUNES: Yes.

5 MR. KING: Do you bid designated routes at Navajo?

6 MR. ATCHISON: Not really.

7 MR. KIRBY: You bid the pay slots.

8 MR. SLAYBAUGH: What does that type of a bid usually say?
9 Regular job?

10 MR. ATCHISON: "There is a route driving position open on
11 day shift."

12 MR. NUNES: Because they only have two scales of pay. They
13 eliminated bobtail.

14 MR. KING: But they are permanent.

15 MR. ATCHISON: These are vacancies that are created.

16 MR. KING: Wouldn't you say that you bid this guy's position
17 because--I don't want to put words in your mouth.

18 MR. ATCHISON: No, there was a permanent position that was
19 bid. We have one hostler on the shift, one regular hostler on
20 the shift. This was a relief hostling position in case of
21 absences, or at that time, if we needed an extra man in the yard,
22 we wanted one man to be available for this work.

23 MR. KING: Now, let me ask you something. How many times
24 would you say--because you know more than the business agent
25 because the business agent only hears what the member wants to
26 tell him; you got actual records of the thing.

1 MR. ATCHISON: Yeah.

2 MR. KING: How many days a week would you say that this guy
3 hostles?

4 MR. ATCHISON: Four.

5 MR. KING: On an average?

6 MR. ATCHISON: On an average, four.

7 MR. NUNES: That's what I said, about ninety percent.

8 MR. ATCHISON: At some time during four shifts during the
9 week he will hostile, but not always, not every night. He won't
10 spend all of his time in the yard every night.

11 MR. SLAYBAUGH: On those nights when he does any hostling
12 at all--

13 MR. ATCHISON: He is paid for the shift.

14 [Remarks outside the record.]

15 [Executive session.]

16 CHAIRMAN WILLIAMS: The Committee retains jurisdiction on
17 this case and places it in the hopper with similar cases to be
18 settled by the Special Committee.

19 [Whereupon, the parties returned to the hearing room and
20 the decision was read by the reporter.]

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I N D E X

TUESDAY MORNING SESSION, AUGUST 12 1969. 2
TUESDAY AFTERNOON SESSION, AUGUST 12 1969. 32

<u>CASES</u>	<u>PAGE</u>
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BEFORE
JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

P R O C E E D I N G S
of the
SPECIAL JC#7 COMMITTEE

ROOM 1426
CALIFORNIAN HOTEL
SAN FRANCISCO, CALIFORNIA

AUGUST 12 1969

1 CASE #8-9-4813

AUGUST 12 1969

10:30 A.M.

2 SANTA FE TRAIL TRANSPORTATION CO., and

3 LOCAL 315, Martinez, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 H. F. COZART appeared on behalf of the employer.

11 VINCE ALOISE, JOE DAVIS, WILLIAM UMBERGER and JOHN
12 TEIXEIRA appeared on behalf of Local 315.

13 - - -

14 CHAIRMAN WILLIAMS: Let's go!

15 MR. ALOISE: This is twofold; it's for time lost and for
16 doctor's bills. Well, I'll read direct from the man's grievance
17 itself.

18 Johnnie, why don't you get up here and read it?

19 MR. TEIXEIRA: You can't read my writing. You want the
20 specifics?

21 "On 5/17 I fell and fractured a rib. I was at
22 home at the time, and I went to the hospital and it
23 wound up just a slight fracture. I had--"

24 CHAIRMAN WILLIAMS: A little louder so the girl can take it.

25 MR. TEIXEIRA: "I had a fracture of one rib, and
26 I went to work for seven days; I worked seven days

1 following the accident. On the eighth day, I
2 worked on graveyard. I was held up for fifteen
3 minutes by one of our Santa Fe piggyback transit.
4 I was then close to the gate. I was late for two
5 minutes and they sent me home. So I decided to
6 take my sick leave. I could use the additional
7 days off to recuperate.

8 "On June 2nd, the Assistant Superintendent
9 Schlichting called me. I told him my injury. On
10 the following day, I received a registered letter
11 enclosing some Santa Fe form and requested to have
12 the attending physician fill out the detail, Dr.
13 Aquillar, and he released me for work.

14 "And he asked me what I had done. I told him
15 I was a teamster, I told him I drive only. So
16 he says OK and he put me down for limitation on
17 'no heavy lifting.' My job doesn't require any
18 heavy lifting.

19 "Well, upon reading the limitation, Cozart
20 sent me home for two weeks. And on June 10th I
21 came across Article 41. I believe this pertains
22 to me. I went to work anyway and I punched in
23 and I was sent home anyway. And I was on sick
24 leave and they said I had to have a release, I
25 had to go to the doctor. So I went to the doctor
26 and he gave me the no limitation."

1 MR. SLAYBAUGH: When did you go to the doctor?

2 MR. TEIXEIRA: This is the same thing. This is an addi-
3 tional grievance. And after two weeks I went back again, because
4 that's the stipulation of Mr. Cozart. When I came, it was a
5 denial in payment, although he stipulated I go to the doctor.

6 MR. KING: You mean the company refused to pay the exami-
7 nation fee?

8 MR. TEIXEIRA: Although he stipulated I go. Both times it
9 was stipulated I go, plus the time--

10 MR. ALOISE: This is the form sent by Santa Fe to John.

11 MR. TEIXEIRA: Right, he gave me the form.

12 MR. ALOISE: And it reads:

13 "This is to confirm the phone conversation
14 between you and Mr. Schlichting on June 2 1969
15 when you stated you had received a broken rib
16 injury in a fall when painting your house.

17 "I am enclosing three copies of Form 1784A
18 which must be completed by your personal doctor.
19 Two copies of this form must be returned to my
20 office before you return to work. It will be
21 necessary to have you take a physical examination
22 by a company doctor before returning to work."

23 And at that time, Cozart and John agreed that they would
24 accept Aquillar's decision whether he would come to work or not.

25 MR. SLAYBAUGH: That was on June the 2nd. And then you got
26 a release from the doctor which said that there would be no heavy

1 lifting?

2 MR. TEIXEIRA: Right.

3 MR. SLAYBAUGH: You say your job doesn't require heavy
4 lifting?

5 MR. TEIXEIRA: I shuttle between Oakland-San Francisco,
6 Oakland-Richmond and San Francisco-Richmond-Oakland.

7 MR. KING: He is a pig driver.

8 MR. TEIXEIRA: Just shuttle pigs to the customers.

9 MR. SLAYBAUGH: Then you went back to the doctor a second
10 time. This time you got a release that made no mention of any-
11 thing.

12 MR. TEIXEIRA: Right.

13 MR. SLAYBAUGH: You brought that back and then the company
14 put you to work.

15 MR. TEIXEIRA: That's right.

16 MR. KING: When did they put you to work?

17 MR. TEIXEIRA: The night that I got it back.

18 MR. KING: The night that you brought back the release.
19 This was the same doctor?

20 MR. TEIXEIRA: Yes.

21 MR. ALOISE: You got to understand he worked seven days
22 prior to the doctor giving him a limited--

23 MR. SLAYBAUGH: I understand that he worked seven days
24 without saying anything.

25 MR. ALOISE: Right, it didn't bother him.

26 MR. SLAYBAUGH: Then it started to bother you?

1 MR. TEIXEIRA: I was a little sore the day it was forced
2 on me. I wasn't incapacitated.

3 MR. SLAYBAUGH: You did go home on your own free will.
4 You weren't sent home.

5 MR. TEIXEIRA: No. I worked the seven days. I was sent
6 home because I couldn't get there to punch in. So then I decided
7 I was going to fully recuperate.

8 MR. KIRBY: It's only at that time, John, that the company
9 learned about the bad ribs?

10 MR. TEIXEIRA: Right, bad rib.

11 MR. KIRBY: And at that time, they then sent you the letter
12 and informed you that you had to have a full release to come
13 back to work.

14 MR. TEIXEIRA: Right.

15 MR. KIRBY: Or a release to come back to work.

16 MR. TEIXEIRA: Right.

17 MR. KIRBY: And you got the partial release initially,
18 which they wouldn't accept, and they said, "Don't come back until
19 you have a full release." Is that, in essence, the problem?

20 MR. TEIXEIRA: In essence, yes.

21 MR. KING: All right. Mr. Cozart, what have you got to say?

22 MR. COZART: First, we wrote about confirming the conver-
23 sation. Mr. Teixeira is a driver, that's right, but he also
24 works on the ramp in driving the tractor. So Mr. Teixeira
25 does more than just sit there at that steering wheel.

26 The first letter that we wrote was to confirm the conver-

1 sation. We didn't know anything about Mr. Teixeira getting hurt,
2 and the night he showed up for work and was late, he was sent
3 back home. Then there is some confusion whether he called Mr.
4 Schlichting--that's my assistant--or Mr. Schlighing called him.
5 Teixeira says that Schlichting called him, Schlichting says that
6 Teixeira called him. But anyway, the conversation was that's
7 when Teixeira told Schlichting about injuring his rib falling off
8 the ladder in painting his house. We didn't know he had been
9 injured before.

10 Then that's when I wrote him the letter and sent those
11 forms for his doctor to fill out. The letter doesn't say any-
12 thing about the doctor examining him; the letter just reads as
13 he read it. It doesn't say anything about examining. All we
14 want is the form to be filled, and the doctor filled it out.

15 I got the form right here that the doctor filled out and
16 returned, and it says: "Any work limitation?" It says: "Yes,
17 no heavy lifting for two-week period." And this form was dated
18 June the 3rd 1969. Now, he had been going to this doctor since
19 May the 17th, according to the doctor's report. So I sent him
20 the letter and the forms.

21 Now, those forms are the same forms for which we had a case
22 here a year ago now for Ward Allen. It was ruled on by this
23 Committee that if we sent people forms like that to have their
24 doctor fill out on an off-job injury, that we have to pay. As
25 well as I remember the ruling, we have to pay whatever the doctor
26 charged to fill out that form. We'd also have to pay the man his

1 travel time to that doctor's office, if he has to wait thirty
2 minutes or an hour to get it filled out, and then his travel time
3 back. As well as I remember, that was the ruling.

4 I offered to pay Mr. Teixeira that. He wouldn't take it;
5 he said "no." And he hasn't been paid yet because he refused to
6 accept it. As well as I remember, that's the ruling that was
7 here a year ago.

8 Now, after Mr. Teixeira brought the forms in--he personally
9 brought them in to me--

10 MR. SLAYBAUGH: When?

11 MR. COZART: On June the 3rd. --with that limitation on
12 there, and I said to Tex. . . And here is the letter I wrote
13 him confirming.

14 "I refer to my letter addressed to you June
15 2nd, and in regard to having your doctor complete
16 Form 1784A for our records, you returned a completed
17 copy of the Form 1784A to me and I advised you that
18 the doctor did not release you, and your answer was
19 that you knew it.

20 "I would like to point out that the Form 1784A
21 is dated June 3 1969, and under the question of
22 'Any work limitation,' the doctor has answered
23 'Yes,' with the statement of 'No heavy lifting
24 for two weeks period.'

25 "This is not a release for full duty, which you
26 are very well familiar with due to past experience.

1 It is imperative that you have a release from your
2 doctor for full duty before you will be allowed to
3 return to work.

4 "I noticed on June 11 and 12 1969 that you have
5 come to our place of business and punched the time
6 clock on a time card. I don't understand why you
7 are punching the time clock, but this is to advise
8 you not to report before you have the release for
9 full duty as mentioned."

10 I wrote that letter to Mr. Teixeira, with a copy to the
11 union. I got the receipts. And then we haven't heard any more
12 from that. This is a copy of this same letter to the union and
13 to Mr. Teixeira.

14 I have the form that the doctor filled in. Now, Mr. Teixeira
15 came in to my office on June the 19th, and here is the release
16 from the same doctor: "Mr. John Teixeira has recovered suffi-
17 ciently to return to work June 20 1969 with no limitation." And
18 that night is when he went to work.

19 Then I believe the next day or two I talked to him about
20 this and asked him if he wanted to give me the bill for having
21 this form filled out and his travel time for getting it filled
22 out, and he said, "No." He got mad, he jerked the paper out of
23 my hand. I told him, "I will take you off the job right now if
24 you don't give me that release back." So he gave it back to me.
25 That's the end.

26 Now, he wants to get paid for doctor's bills and two weeks'

1 loss of time that his own doctor didn't release him. And we
2 don't feel he has it coming. We have agreed to pay his travel
3 time to get this form filled out or any charge that the doctor
4 charged him for making the form out. We agreed to pay that.

5 MR. KING: Is there any question about the regulation
6 that's agreed to? Is there any argument about the company rule,
7 that on fellows getting releases, complete releases?

8 MR. TEIXEIRA: It's never happened before.

9 MR. KING: I didn't ask you that. I mean, the union, do
10 you know?

11 MR. DAVIS: Other than the ruling that Cozart is talking
12 about that we have from this Board?

13 MR. KING: But I mean the company rule, there is no
14 question? The company, have you applied this rule all the time?

15 MR. COZART: Ever since that I have worked for Santa Fe
16 Trail, we have never accepted a partial release; it's always been
17 a full release for regular duty.

18 MR. KING: Let me ask you something. The day that you
19 went to work and you were late, had you not been late, they
20 would have never known you were injured?

21 MR. TEIXEIRA: That's right.

22 MR. KING: Now, let me ask you something. Why did they
23 refuse to let you work that day?

24 MR. TEIXEIRA: I was two minutes late. That's another
25 point. I should have.

26 MR. KING: Wait a minute. Let me ask you the question.

1 Then when you were late and they sent you home and you realized
2 that you had the sore rib, then you decided, "I will take my
3 sick leave" to let you recuperate. Then the record speaks for
4 itself when the doctor cleared you altogether.

5 MR. TEIXEIRA: May I say something?

6 CHAIRMAN WILLIAMS: Go ahead.

7 MR. TEIXEIRA: When I did go to the doctor, my wounds were
8 not extensive. He didn't tape me, he left me at my discretion.
9 He didn't put tape or bandage or anything. It's stipulated it's
10 just contusion; in other words, it's just muscular.

11 The doctor, he refused. He wanted to pay the first one,
12 but the second one that he stipulated I go to see the doctor, he
13 didn't want to pay that; he just wanted to pay for the one, he
14 just wanted to pay for the first doctor bill. And, like he said,
15 he wanted to pay for the time. Not the second one, although he
16 stipulated.

17 As far as the heavy work at the ramp, I still have enough
18 seniority and the guys are very cooperative. They will give you
19 the easy job, which is driving.

20 MR. KING: Let me ask you one question. This is the only
21 thing that confuses me in my mind. The first one Cozart wanted
22 to pay?

23 MR. TEIXEIRA: Right.

24 MR. KING: The second one that he insisted that you had to
25 have a release, a complete release, he didn't want to pay?

26 MR. TEIXEIRA: Right.

1 MR. KING: Did the company tell you to go the first time,
2 or did you just arbitrarily go the first time?

3 MR. TEIXEIRA: No, he asked me to get a release the first
4 time.

5 CHAIRMAN WILLIAMS: That's when he got the partial.

6 MR. KING: I understand.

7 Anything else by the parties?

8 MR. SLAYBAUGH: One short question. You say that you
9 didn't feel that rib injury at work?

10 MR. TEIXEIRA: It was very sore. It's muscular. I was
11 sore. It didn't make it feel any better working.

12 MR. SLAYBAUGH: How much sick leave time did you have?

13 MR. TEIXEIRA: I thought I had--I noted that our sick
14 leave had never been posted--I thought I had one day, but I was
15 off four days, four, five days, and I wound up I had two days
16 sick leave. I thought I had one day, but I had two.

17 MR. KING: Anything else by the parties?

18 CHAIRMAN WILLIAMS: I want to ask one question. Is it true
19 that there has been a rule established at the Santa Fe Trail that
20 if a guy shows up later now, he doesn't get to go to work that
21 day?

22 MR. ALOISE: Right.

23 CHAIRMAN WILLIAMS: There is such a rule.

24 MR. ALOISE: There was a rule made from either this
25 Committee or Joint Committee downstairs at one time. At one
26 time, Roy, they let the guy come to work and they pay him for

1 hours worked if the guy was an hour late or half hour late. But
2 some wise guy filed a beef one day.

3 CHAIRMAN WILLIAMS: And they had to go back and pay him
4 eight.

5 MR. ALOISE: At that time, the company said, "Any time a
6 guy is late a minute, he doesn't go to work."

7 MR. KIRBY: Has it been applied uniformly, to your knowl-
8 edge?

9 MR. ALOISE: Within reason. I was there one time and I
10 was talking to the guy, trying to keep him from punching the
11 clock. Harry says, "Let him go to work."

12 MR. SLAYBAUGH: But the practice, it has been applied
13 uniformly.

14 MR. KING: You said "within reason." Why don't we ask the
15 guy that question? He would know. Why don't we bring him in
16 and find out why he was late?

17 MR. KIRBY: He says the train. Everybody says the train.

18 MR. ALOISE: The Santa Fe train crosses the street that the
19 guys come to work.

20 MR. KING: When you were late, was it the Santa Fe's train?

21 MR. TEIXEIRA: Right.

22 MR. KING: How long was the switch engine there?

23 MR. TEIXEIRA: I'm usually fifteen, twenty minutes early,
24 and I was about two minutes late. I don't know why they did it.

25 MR. SLAYBAUGH: I understand this is the only entrance.

26 MR. TEIXEIRA: That's right.

1 MR. SLAYBAUGH: Were a lot of other people late that
2 morning?

3 MR. TEIXEIRA: Wait a minute. This is graveyard. There is
4 only about five or six of us working. Most of them came in
5 early. I have a witness that was on my shift that came in early.
6 I was the only one that didn't come in early because I didn't
7 sign the overtime list.

8 MR. ALOISE: They went to work prior to their starting time.

9 CHAIRMAN WILLIAMS: All right. I think we have it now.

10 [Executive session.]

11 MR. KIRBY: Based on the full release dated 6/19/69, the
12 claim of Teixeira is denied. However, the day he was held up
13 by the Santa Fe switch engine, which resulted in him being two
14 minutes late, shall be paid.

15 In addition, the cost involved of securing the medical
16 releases shall also be paid by the company.

17 MR. KING: Second.

18 CHAIRMAN WILLIAMS: All those in favor, signify by saying
19 "Aye." Those opposed?

20 The motion is carried.

21 [Whereupon, the parties returned to the hearing room and
22 the motion was read by Mr. Kirby.]

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1 CASE #8-9-4814

AUGUST 12 1969

11:02 A.M.

2 SANTA FE TRAIL TRANSPORTATION COMPANY, and
3 Local 315, Martinez, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 H. F. COZART appeared on behalf of the employer.

11 VINCE ALOISE, JOE DAVIS, WILLIAM UMBERGER and DICK
12 ROYCE appeared on behalf of Local 315.

13 - - -

14 MR. ALOISE: Well, the case is simple enough. The company
15 has a system of phoning people for early calls. On June 6th of
16 '69, the company alleged that they telephoned Mr. Royce at four
17 a.m. to come to work, and Mr. Royce claims that he was home all
18 the time and the phone never did ring.

19 And we're contending this: that we are asking for the hours
20 that the man would have worked where a man with less seniority
21 worked. We're also asking that the early starts be posted at the
22 end of the last shift worked for the coming day.

23 CHAIRMAN WILLIAMS: Off the record.

24 [Remarks outside the record.]

25 MR. ALOISE: Our claim is for the hours that the men with
26 seniority lost because they were denied a phone call; and, No. 2,

1 that we wish to have the early starts posted the night before.

2 MR. KING: All right, Mr. Cozart.

3 MR. COZART: We can't post the early starts the night before
4 because this is strictly piggyback in Richmond. It's not dock
5 work, it's strictly piggyback, and we have to deliver these
6 trailers. That's why we call these men: to get the carloading
7 trailers delivered after the train gets in.

8 The train isn't due till six or seven o'clock in the
9 evening. I've got a stack of paper. If you take the time when
10 the train is due in and take your unload record, I can show you
11 where a number of those trailers were not unloading for twenty-
12 hours after they were due in. So we can't post the night before
13 what time for the men to come to work.

14 Where he claims he never got the call, there is a sheet;
15 it shows that he didn't answer the phone.

16 MR. SLAYBAUGH: Does the time show on this?

17 MR. ALOISE: This is prior to the teamster being on this.

18 CHAIRMAN WILLIAMS: Yes, yes.

19 MR. KING: This is prior.

20 MR. COZART: Then, after this took place, Vince and a couple
21 of other guys--

22 MR. ALOISE: Dave.

23 MR. COZART: --Dave and Herb Bright came down there, and
24 I don't believe Umberger was there.

25 MR. UMBERGER: No, I was on vacation.

26 MR. COZART: And they said, 'Here is one guy's word against

1 the other. He says he called and Royce says he didn't get the
2 call, even though the time is written down and 'no answer' or
3 anything." He said, "Will you agree to have a teamster present
4 to make the calls?"

5 First, I told you no. Then I said, "The teamster can even
6 dial if he wants to, but I want him to sign the initials to his
7 name." And from that day, we're still living up to it. This
8 teamster is there every time those calls are made and he has to
9 initial the sheet. And like you fellows say, I haven't heard
10 any more.

11 MR. KING: Do you pay the teamster for dialing the call?

12 MR. COZART: He is on time and a half, seven dollars and
13 something an hour.

14 MR. SLAYBAUGH: I want to clear up something. The grievant
15 here has stated that he thinks there is some discriminatory
16 practice on the part of the dispatcher in making these calls.
17 Has this happened with frequency or happened before with this
18 particular grievant that he has been unable to reach him?

19 MR. COZART: My dispatchers tell me that sometimes Mr. Royce
20 answers the phone and sometimes he doesn't. Now, let me add one
21 thing to this. Those fellows sign that list. It's posted per
22 the agreement.

23 MR. SLAYBAUGH: This is your overtime list.

24 MR. COZART: We put it up on Thursday. They have two days
25 to make up their mind. The contract says Friday. We put it up
26 on Thursday. They got two days to make up their mind. Now, as

1 yet, a man that doesn't answer his phone, or if he answers it
2 and says, "Well, gee, I just got to bed, I can't come in," you
3 just go to the next man and write "no." Up to now, we never
4 even tried to give discipline to a man who refused to come in
5 early.

6 MR. SLAYBAUGH: You couldn't.

7 MR. COZART: Well, he signed the sheet. We feel, for
8 safety measures, if the man doesn't feel like he is able to work,
9 we don't discipline him. We go to the next man. I think we are
10 being fair.

11 CHAIRMAN WILLIAMS: You said one thing that was interesting
12 there, too, when you stated that these trains get in late. That's
13 how we started in the trucking business: by your damn trains
14 being late all the time and they wouldn't accept the trade.

15 MR. COZART: They are still late.

16 MR. KING: Any questions? Any rebuttal? We don't want to
17 shut anybody off.

18 MR. ALOISE: One rebuttal is this: that prior to us
19 inheriting Local 70's early call list, because that's where we
20 got it from, 315 had a posted list the night before for early
21 starts. When 70 moved into the area, they brought some of their
22 conditions with them, and this is one of them. We allowed it at
23 the time because the guys at the time were happy with it, but now,
24 like I say, since the discriminatory policy of the company about
25 calling guys in, we say we want the early calls posted the night
26 before and the pay for not only Mr. Royce; there are three other

1 people: Mr. Buccellato, Lindstrom-- There are three names that
2 I can think of at the top of my head.

3 MR. KIRBY: Vince, you have worked off of this early call
4 sheet as the company had it set up for how many months prior
5 to these grievances arising?

6 MR. ALOISE: Fifteen months.

7 MR. ROYCE: A year.

8 MR. ALOISE: About a year and a little more.

9 MR. COZART: We moved over there--

10 MR. DAVIS: January of last year.

11 MR. KING: How many grievances have you had on this issue
12 in a year?

13 MR. ALOISE: Four, five maybe.

14 MR. KIRBY: All right now?

15 MR. ALOISE: Right in the last few months.

16 MR. KING: Any other questions anybody?

17 All right. Excuse the parties.

18 [Executive session.]

19 MR. KIRBY: Based on the facts presented, the claim is
20 denied.

21 The dispatch procedure now in effect is approved by this
22 Committee.

23 CHAIRMAN WILLIAMS: All those in favor, signify by saying
24 "Aye." Those opposed?

25 The motion is carried.

26 [Whereupon, the parties returned to the hearing room and

1 the motion was read by the reporter.]

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1 CASE #8-9-4804

AUGUST 12 1969

11:40 A.M.

2 PACIFIC MOTOR TRUCK, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, CHAIRMAN
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 DONALD McKNIGHT appeared on behalf of the company.

11 LOU RIGA, CHUCK MACK, ROBERT BELL and FRANK ALMEIDAS
12 appeared on behalf of Local 70.

13 - - -

14 MR. KING: All right.

15 MR. RIGA: This case that's being filed here against P.M.T.
16 is an operation that goes back some time when they had bid jobs
17 at 7 a.m. starts. I have the above employees. There are twelve
18 employees mentioned here in the filing, the original filing, that
19 their jobs were bid at a 7 a.m. start, and then, on April 23rd
20 1969, the company eliminated the 7 a.m. start and requested that
21 they start at 8 a.m. These bid jobs were not abolished in their
22 entirety, and the company reassigned them to the 8 a.m. start.

23 And the union feels here it is a violation of these people's
24 seniority rights. We have some of these people with twenty years
25 seniority. They are on a 7 a.m. start, and the only reason they
26 bid that job is because of the one hour overtime.

1 The company, rather than post these jobs for bid again and
2 allow these people to fall in on a reassignment where their
3 seniority fits in and allow other people to bid at 8 a.m., they
4 demanded that these people maintain the 8 a.m. start.

5 And we are requesting an hour at time and a half for all
6 the mornings involved here that they were denied their 7 a.m.
7 start.

8 I have here the shop steward, Bob Bell, who can testify to
9 the bids and the practice there that these bids were posted.

10 Bob.

11 MR. KING: Wait a minute. Before you get there, let me ask
12 you a question. What date was this that they reposted the bid?

13 MR. RIGA: On April 23rd '69.

14 MR. KING: April--

15 MR. RIGA: 23rd.

16 MR. KING: '69. OK.

17 MR. RIGA: They did not repost the bid. They just arbi-
18 trarily told these men on these 7 a.m. bids to come in at 8
19 o'clock.

20 MR. KING: Now, let me ask you one more question. When
21 did this group of men bid this job? When was it posted for bid
22 and when did they originally go on the job?

23 MR. RIGA: The majority of these people had bid these bids
24 over a ten-year period. Some of them go back as far as ten years.

25 MR. KING: You don't answer my question.

26 MR. RIGA: Well, you want the particular date?

1 MR. KING: Within reason. Did they all bid at different
2 times in the interim of ten years?

3 MR. RIGA: Yes.

4 MR. KING: You are the steward.

5 MR. BELL: At different times. Some of these had been on
6 the job for a year. One guy in particular had been on this job
7 for a year.

8 MR. KING: How many guys with more than a year that had
9 been on this job that were bid? Just how many? A number. Six?
10 Seven? Eight?

11 MR. BELL: There's twelve. I'd say eleven.

12 MR. KING: Now, let me ask one more question. All the
13 positions that are open at P.M.T. go up for bid?

14 MR. BELL: Yes.

15 MR. KING: Do you post them on the thing?

16 MR. BELL: Right.

17 MR. KING: This is an agreement between Local 70 and P.M.T.?

18 MR. BELL: Right.

19 MR. KING: This is not the contract; this is an agreement.

20 MR. RIGA: They bid classification.

21 MR. KING: You guys have negotiated a thing that you bid
22 down there.

23 MR. RIGA: We don't have anything in writing as far as
24 bidding. The practice has been maintained.

25 MR. KING: But this is an understanding between P.M.T. and
26 Local 70 that when all of these jobs come open you guys bid

1 them by virtue of your seniority, if you can qualify.

2 MR. RIGA: Well, there are exceptions there. For example,
3 bobtail runs, they will bid the classification. They have about
4 a fifty-man pool and they assign them periodically on a day-to-
5 day basis.

6 MR. KING: But you are only talking about guys with no
7 seniority in that group. The guys with the seniority bid the
8 choice jobs and the overtime.

9 MR. RIGA: The overtime. That's why they put them at 7
10 a.m., to protect the runs.

11 MR. KING: OK.

12 MR. RIGA: So this is the union's case here. We feel that
13 the 7 a.m. starting time should be protected because these jobs
14 are still in existence. For example, these military bids where
15 you had Kinyon and Nesslage go down the Army base, they are still
16 on the same runs, except the company has just eliminated their
17 7 a.m. start.

18 MR. KING: Let's go off the record a minute.

19 [Remarks outside the record.]

20 MR. RIGA: The company has given the work down at this Army
21 base to other people at the terminal and not maintaining the
22 practice that the bid men protect their bid jobs also.

23 MR. KING: You say that the company has given other people
24 at the terminal this same work at 7 o'clock in the morning?

25 MR. RIGA: No, at 8 o'clock. For example, like at the pig
26 ramp.

1 Now, Bob, do you want to clarify anything?

2 MR. BELL: To go down to the Navy base, they eliminate the
3 7 o'clock start, and every day of the week they have Nesslage
4 run this there. There are people that don't belong to any union,
5 and we run on there last week, people that belong to other unions
6 other than the local union.

7 I don't have the grievance decision, but we had a decision
8 when we were under the rider. The company did the same thing
9 with the military bid; they changed the starting on it from 7
10 to 7:30, left the men on it. We went to grievance and the
11 company was instructed as to how they would eliminate a 7 a.m.
12 start if they didn't want the start; they would abolish the
13 entire job and rebid the job at eight o'clock. The men were given
14 back pay at half an hour a day for every day they started at
15 7:30, and I think that there was a paste-up on this rule.

16 MR. RIGA: I don't have it here. I think I gave it to
17 Chuck Mack here.

18 MR. BELL: That decision was put down in 1965, I think it
19 was.

20 MR. KIRBY: Let me ask you the question. Do all these
21 twelve men do the same thing?

22 MR. BELL: No, some of them are loaders on the dock, some
23 of them are military drivers.

24 MR. KIRBY: Now, they were starting at 7, they are now
25 starting at 8 o'clock, but they are still continuing to do what
26 they were doing at 7. Is that right?

1 MR. BELL: Yes.

2 MR. KIRBY: In other words, the company has just moved
3 their job back one hour and they are continuing to handle the
4 same type of work.

5 MR. RIGA: OK. That's the union's case.

6 CHAIRMAN WILLIAMS: Let's hear from the company.

7 MR. McKNIGHT: We, in April, had need to eliminate, cut
8 back certain jobs which have been mentioned here due to several
9 operational changes. The primary operational change we made was
10 to increase the staff on the graveyard shift for the purpose of
11 loading local PUD trucks. By doing this, it was no longer
12 necessary to maintain these individuals that were working the
13 platform and other jobs at 7 a.m.

14 We posted a notice eliminating the 7 a.m. portion or elimi-
15 nating the 7 a.m. starting times and asking these people to
16 report at 8 a.m., or directing them to report at 8 a.m. They
17 are now frozen on their jobs. We did not eliminate the job,
18 because the job was still in existence. The positions are
19 presently operating today. The only portion of the position that
20 we eliminated was the 7 a.m. starting time.

21 Now, I think it should be pointed out at this point that
22 of these individuals that have been named in this grievance
23 complaint, only about half of them are on legitimate bids. The
24 remainder of them had been assigned previously, had worked into
25 these jobs, and they have been on them for several years in some
26 cases; no quarrel with that.

1 It was our contention, at the time we eliminated the early
2 start, that the contract provides for 8 a.m. starting times, it
3 provides for guaranteed days and it also provides for payment at
4 the rate of time and a half for work performed prior to the
5 regular starting time of 8 a.m. We have paid these individuals
6 when they started at 7 a.m. and time and a half, obviously,
7 between 7 and 8, or 6 and 8, whatever the case might have been.

8 There is a case that was submitted to this Committee at
9 the last session, I believe, the session in May, involving the
10 elimination of some early starts in Local 85 jurisdiction and
11 the C.M.E. In that case, the circumstances are very similar.
12 That case could be used as a guideline in adjudicating this one.

13 It was mentioned here by Mr. Riga that these individuals had
14 no opportunity to have any say in their reassignment or whatever
15 you wanted to call it. This is not a fact. The people were
16 directed that the 7 a.m. portion of the starting time had been
17 eliminated, they were instructed to report on their regular jobs
18 at 8 a.m.

19 We have an agreement in our bidding procedure at the P.M.T.
20 terminal where a man, when he is not satisfied with a bid, may
21 relinquish the bid by simply giving the chief dispatcher a
22 written notice. It's not as if, in other words, these men were
23 confined or arbitrarily restricted to that job. They did have
24 an opportunity, if they desired and did not want to work that
25 job any more at 8 a.m., to relinquish their rights on that job
26 and go wherever their seniority would have carried them.

1 MR. KIRBY: May I ask you a question? If I am one of the
2 men and I relinquish my so-called bid, I then go where my senior-
3 ity will take me. Suppose you had twelve doubles men, my senior-
4 ity would allow me to go that high. Would I go into that twelve
5 group and the bottom man be pushed back?

6 MR. McKNIGHT: Not under these circumstances. Had the job
7 been eliminated, had the entire job been eliminated, yes. In-
8 asmuch as the jobs were not eliminated in their entirety, no,
9 you would not have.

10 MR. KING: You asked part of the question I wanted to ask.
11 Let me ask you something. Do you have a written document of the
12 bidding procedure, the rules and regulations between P.M.T. and
13 Local 70?

14 MR. McKNIGHT: Unfortunately, no. We were directed by a--

15 MR. KING: You see the embarrassing position the Committee
16 is put in--

17 MR. McKNIGHT: Yes.

18 MR. KING: --when you acquiesce the fact that you have a
19 bidding procedure? But you could get into an argument here where
20 you say it is applicable in a certain way and the union says it
21 is in another way. How is a tribunal going to make an honest
22 decision?

23 MR. McKNIGHT: I am well aware of the situation it places
24 you in.

25 MR. KING: Do you agree that there is a bidding procedure
26 for job classification at P.M.T.?

1 MR. McKNIGHT: Yes, I agree there is. We have a bidding
2 procedure.

3 MR. KING: Do you also agree that it's not in the contract
4 that you are signatory to?

5 MR. McKNIGHT: I would agree to that, yes, absolutely. I
6 think, though, that I'd like to point out--

7 MR. KING: I'm not trying to pick it apart. All I am
8 saying is that these people that work at P.M.T. have been led
9 to believe or have been handled in a certain way. Now, they
10 change it. The union business agent comes in and is filing a
11 claim on behalf of these people. You say that we have a bidding
12 procedure, and I want to use your words, maybe not verbatim,
13 when you answered my red-headed constituent here; you said that
14 they can bump in when he asked about the twelve doubles, but not
15 in this particular instance. Is that what you said?

16 MR. McKNIGHT: Yes.

17 MR. KING: Now, the only way we would know whether they
18 could bump in this particular instance or any instance is if you
19 are going to have some rules where we go. I'm not picking on
20 you.

21 MR. McKNIGHT: I know that, George, but I'm sure that you
22 will remember that we have had this bidding situation before the
23 Bridge-Hoffa Commission in an effort to get it reduced to writing.
24 It's an unwieldy thing, we are not satisfied with it. I can't
25 speak for Local 70, I can't say how they would be satisfied, but
26 they have been steadfastly reluctant to reduce anything in this

1 bidding area to writing. We were directed at one time by the
2 Bridge-Hoffa Committee--

3 MR. KING: By me?

4 MR. McKNIGHT: Yes. --to reduce to writing, to get
5 together and formulate a bidding procedure, and we were unable
6 to accomplish that.

7 MR. KING: Not me, I wasn't there in '65.

8 MR. BELL: That was by Bridge-Hoffa. I also might add that
9 the company, after the direction came down, they agreed that
10 they would forget about it.

11 MR. KING: I wasn't there in '65. I was working for the
12 union. Hoffa turned that over to me in 1966.

13 MR. McKNIGHT: Well, it came out of that grievance proce-
14 dure.

15 MR. KING: Let me ask you something else. They made a
16 statement--again, it's how to resolve that problem--they made a
17 statement that this decision came down in the Bridge-Hoffa Rider.
18 You made a statement that this decision did come down. Now, the
19 decision that came down the way the steward said it, did you have
20 to pay him?

21 MR. McKNIGHT: Based on the decision that I have, dated
22 September 28 1965-- And I think Mr. Bell said it was a 1965
23 decision. This is the only decision that I have been able to
24 come up with out of our records. I presume we are talking about
25 the same case.

26 MR. KING: Let's go off the record a minute.

1 [Remarks outside the record.]

2 [Executive session.]

3 CHAIRMAN WILLIAMS: It is understood in this case that
4 there is a set of rules based on a decision in a previous case
5 and those records are available in the Western Conference office.

6 They will be submitted to the parties involved, and this
7 case will be governed by those rules set out in the previous case.

8 [Whereupon, the parties returned to the hearing room and
9 the decision was read by the reporter.]

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1 CASE #8-9-4800

AUGUST 12 1969

2:01 P.M.

2 DiSalvo TRUCK LINES, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

EMPLOYER COMMITTEE:

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 BOB LAWLOR appeared on behalf of the employer.

11 LEROY NUNES appeared on behalf of Local 70.

12 - - -

13
14 MR. NUNES: The company bobtailed a Local 85 driver from
15 San Francisco to the piggyback terminal in Oakland where he
16 picked up a loaded van and delivered it.

17 The union is requesting a day's pay for an employee laid
18 off.

19 The reason for the filing of this case was that DiSalvo
20 Truck Lines moved their operation over to Oakland and put on a
21 night crew for the loading and unloading of pigs. And, evidently,
22 it didn't work out too well and most of this work went back to
23 San Francisco, and the crew that was working on the swing shift
24 was laid off.

25 So, we're under the contention that if they now send an 85
26 man over to pick up a trailer and deliver it, it should be the

1 work of a laid-off employee.

2 MR. KIRBY: Where did they deliver it, Roy?

3 MR. NUNES: You'll have to ask Bob.

4 MR. LAWLOR: Brisbane, San Francisco.

5 MR. NUNES: If he had come over with the pig or an empty
6 and left it there and brought another one back, there would be
7 no question.

8 MR. KIRBY: He delivered the thing in 85 jurisdiction?

9 MR. NUNES: Yes.

10 MR. SLAYBAUGH: Freight destined for San Francisco?

11 MR. LAWLOR: Yes.

12 MR. KIRBY: Where did that man end up with the equipment
13 that way?

14 MR. LAWLOR: He returned the trailer to Ringsby in San
15 Francisco. The load was consigned to San Francisco, the trailer
16 was delivered to the pig ramp.

17 [Executive session.]

18 MR. KING: Based on the facts in this particular case, the
19 claim of the union is denied.

20 MR. KIRBY: Second.

21 CHAIRMAN WILLIAMS: You heard the motion.

22 All those in favor, signify by saying "Aye." Those
23 opposed?

24 The motion is carried.

25 [Whereupon, the parties returned to the hearing room and
26 the motion was read by the reporter.]

1 CASE #8-9-4801

AUGUST 12 1969

3:30 P.M.

2 NAVAJO FREIGHT LINES, and

3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 PETER ATCHISON appeared on behalf of the employer.

11 ROY NUNES appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: All right. Let's go on Case 4801
14 involving Local 70, Oakland, and Navajo Freight Lines.

15 MR. NUNES: The union is requesting the permanent hostler's
16 rate of pay be paid to Mr. Edley and also request all back monies
17 due.

18 The company posted a bid. The successful bidder for relief
19 graveyard hostler is R. Edley, who performs this duty ninety
20 percent of the time, as the company has admitted when we had our
21 first meeting.

22 The union feels that, being that it is a bid position and
23 he is the man that bid it by seniority, and he is also an asset
24 to the company because they rely on this one man as the relief
25 hostler, that he should be paid the permanent rate of pay at
26 hostler's rate. The motion--

1 CHAIRMAN WILLIAMS: Anyway, it deadlocked.

2 MR. NUNES: Yes.

3 MR. KIRBY: Roy, there is a hostler on the shift. There
4 is now, by virtue of this, since it's a higher-paid classification,
5 a relief hostler that Mr. Edley bid. What does Mr. Edley do when
6 he does not do the hostling on a relief basis?

7 MR. NUNES: He works the platform.

8 MR. KIRBY: He works the platform and the company pays him
9 the platform scale?

10 MR. NUNES: This is what we are arguing.

11 MR. ATCHISON: If he works all night.

12 MR. KIRBY: If the hostler on the shift does not show up,
13 rather than going to the fifteen or twenty men, Mr. Edley goes
14 out and performs the hostling and receives the hostler rate of
15 pay.

16 MR. NUNES: Which he does ninety percent of the time.

17 MR. SLAYBAUGH: What was the original bid?

18 MR. ATCHISON: "There is an opening for relief hostler on
19 the graveyard shift. Position requires a Class 1 license. All
20 interested, please sign below."

21 MR. KING: The union's position is that if they took a
22 guy, they'd pay him, but because they bid a job and gave him a
23 classification and he bid it, they should pay him the classifi-
24 cation. This is the union's position.

25 MR. SLAYBAUGH: It is a fact that he bid hostler.

26 MR. KING: It is a fact that the contract doesn't have

1 to bid, but they bid. This is what kills you when you sit here!

2 MR. SLAYBAUGH: I appreciate that.

3 MR. KIRBY: George, from my standpoint, maybe I ought to
4 get this thing cleared because of the contract section of filling
5 higher-paid positions. Here is a hostler. We know that draws
6 the top scale of the agreement. It's a higher-paid position.
7 The contract says: "In filling higher paid positions under this
8 Agreement, employees working in other classifications under the
9 jurisdiction of this Agreement shall be given reasonable trial
10 on the basis of seniority to demonstrate their ability in which
11 to qualify for such positions."

12 MR. KING: You know what that was for--and he can correct
13 me if I am wrong. If there was a permanent position of a higher-
14 paid classification, the employer could not arbitrarily say he
15 didn't want Georgie King if I could qualify, and he had to give
16 me the opportunity. If it was for temporary, it had nothing to
17 do with temporary; they could take any guy on that dock and send
18 him out and give him that dollar.

19 That's the way it was negotiated. There are minutes to
20 that effect.

21 MR. KIRBY: But here is a company where you are, in this
22 higher-paid position, going out on certain nights, the relief
23 hostler. They have said through their barn, "Here is more money
24 on given nights. Who would like that when it's available?"

25 MR. KING: All right. I know what you are saying. Let
26 the company--

1 How do you bid your heavy men down there?

2 MR. NUNES: The same.

3 MR. KING: You put it up for bid?

4 MR. NUNES: Yes.

5 MR. KING: Do you bid designated routes at Navajo?

6 MR. ATCHISON: Not really.

7 MR. KIRBY: You bid the pay slots.

8 MR. SLAYBAUGH: What does that type of a bid usually say?
9 Regular job?

10 MR. ATCHISON: "There is a route driving position open on
11 day shift."

12 MR. NUNES: Because they only have two scales of pay. They
13 eliminated bobtail.

14 MR. KING: But they are permanent.

15 MR. ATCHISON: These are vacancies that are created.

16 MR. KING: Wouldn't you say that you bid this guy's position
17 because--I don't want to put words in your mouth.

18 MR. ATCHISON: No, there was a permanent position that was
19 bid. We have one hostler on the shift, one regular hostler on
20 the shift. This was a relief hostling position in case of
21 absences, or at that time, if we needed an extra man in the yard,
22 we wanted one man to be available for this work.

23 MR. KING: Now, let me ask you something. How many times
24 would you say--because you know more than the business agent
25 because the business agent only hears what the member wants to
26 tell him; you got actual records of the thing.

1 MR. ATCHISON: Yeah.

2 MR. KING: How many days a week would you say that this guy
3 hostles?

4 MR. ATCHISON: Four.

5 MR. KING: On an average?

6 MR. ATCHISON: On an average, four.

7 MR. NUNES: That's what I said, about ninety percent.

8 MR. ATCHISON: At some time during four shifts during the
9 week he will hostile, but not always, not every night. He won't
10 spend all of his time in the yard every night.

11 MR. SLAYBAUGH: On those nights when he does any hostling
12 at all--

13 MR. ATCHISON: He is paid for the shift.

14 [Remarks outside the record.]

15 [Executive session.]

16 CHAIRMAN WILLIAMS: The Committee retains jurisdiction on
17 this case and places it in the hopper with similar cases to be
18 settled by the Special Committee.

19 [Whereupon, the parties returned to the hearing room and
20 the decision was read by the reporter.]

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I N D E X

TUESDAY MORNING SESSION, AUGUST 12 1969. 2

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BEFORE
JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

P R O C E E D I N G S
of the
SPECIAL JC#7 COMMITTEE

ROOM 1426
CALIFORNIAN HOTEL
SAN FRANCISCO, CALIFORNIA

AUGUST 12 1969

1 CASE #8-9-4813

AUGUST 12 1969

10:30 A.M.

2 SANTA FE TRAIL TRANSPORTATION CO., and

3 LOCAL 315, Martinez, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

8 APPEARANCES:

9 H. F. COZART appeared on behalf of the employer.

10 VINCE ALOISE, JOE DAVIS, WILLIAM UMBERGER and JOHN
11 TEIXEIRA appeared on behalf of Local 315.

12 - - -

13
14 CHAIRMAN WILLIAMS: Let's go!

15 MR. ALOISE: This is twofold; it's for time lost and for
16 doctor's bills. Well, I'll read direct from the man's grievance
17 itself.

18 Johnnie, why don't you get up here and read it?

19 MR. TEIXEIRA: You can't read my writing. You want the
20 specifics?

21 "On 5/17 I fell and fractured a rib. I was at
22 home at the time, and I went to the hospital and it
23 wound up just a slight fracture. I had--"

24 CHAIRMAN WILLIAMS: A little louder so the girl can take it.

25 MR. TEIXEIRA: "I had a fracture of one rib, and
26 I went to work for seven days; I worked seven days

1 following the accident. On the eighth day, I
2 worked on graveyard. I was held up for fifteen
3 minutes by one of our Santa Fe piggyback transit.
4 I was then close to the gate. I was late for two
5 minutes and they sent me home. So I decided to
6 take my sick leave. I could use the additional
7 days off to recuperate.

8 "On June 2nd, the Assistant Superintendent
9 Schlichting called me. I told him my injury. On
10 the following day, I received a registered letter
11 enclosing some Santa Fe form and requested to have
12 the attending physician fill out the detail, Dr.
13 Aquillar, and he released me for work.

14 "And he asked me what I had done. I told him
15 I was a teamster, I told him I drive only. So
16 he says OK and he put me down for limitation on
17 'no heavy lifting.' My job doesn't require any
18 heavy lifting.

19 "Well, upon reading the limitation, Cozart
20 sent me home for two weeks. And on June 10th I
21 came across Article 41. I believe this pertains
22 to me. I went to work anyway and I punched in
23 and I was sent home anyway. And I was on sick
24 leave and they said I had to have a release, I
25 had to go to the doctor. So I went to the doctor
26 and he gave me the no limitation."

1 MR. SLAYBAUGH: When did you go to the doctor?

2 MR. TEIXEIRA: This is the same thing. This is an addi-
3 tional grievance. And after two weeks I went back again, because
4 that's the stipulation of Mr. Cozart. When I came, it was a
5 denial in payment, although he stipulated I go to the doctor.

6 MR. KING: You mean the company refused to pay the exami-
7 nation fee?

8 MR. TEIXEIRA: Although he stipulated I go. Both times it
9 was stipulated I go, plus the time--

10 MR. ALOISE: This is the form sent by Santa Fe to John.

11 MR. TEIXEIRA: Right, he gave me the form.

12 MR. ALOISE: And it reads:

13 "This is to confirm the phone conversation
14 between you and Mr. Schlichting on June 2 1969
15 when you stated you had received a broken rib
16 injury in a fall when painting your house.

17 "I am enclosing three copies of Form 1784A
18 which must be completed by your personal doctor.
19 Two copies of this form must be returned to my
20 office before you return to work. It will be
21 necessary to have you take a physical examination
22 by a company doctor before returning to work."

23 And at that time, Cozart and John agreed that they would
24 accept Aquillar's decision whether he would come to work or not.

25 MR. SLAYBAUGH: That was on June the 2nd. And then you got
26 a release from the doctor which said that there would be no heavy

1 lifting?

2 MR. TEIXEIRA: Right.

3 MR. SLAYBAUGH: You say your job doesn't require heavy
4 lifting?

5 MR. TEIXEIRA: I shuttle between Oakland-San Francisco,
6 Oakland-Richmond and San Francisco-Richmond-Oakland.

7 MR. KING: He is a pig driver.

8 MR. TEIXEIRA: Just shuttle pigs to the customers.

9 MR. SLAYBAUGH: Then you went back to the doctor a second
10 time. This time you got a release that made no mention of any-
11 thing.

12 MR. TEIXEIRA: Right.

13 MR. SLAYBAUGH: You brought that back and then the company
14 put you to work.

15 MR. TEIXEIRA: That's right.

16 MR. KING: When did they put you to work?

17 MR. TEIXEIRA: The night that I got it back.

18 MR. KING: The night that you brought back the release.
19 This was the same doctor?

20 MR. TEIXEIRA: Yes.

21 MR. ALOISE: You got to understand he worked seven days
22 prior to the doctor giving him a limited--

23 MR. SLAYBAUGH: I understand that he worked seven days
24 without saying anything.

25 MR. ALOISE: Right, it didn't bother him.

26 MR. SLAYBAUGH: Then it started to bother you?

1 MR. TEIXEIRA: I was a little sore the day it was forced
2 on me. I wasn't incapacitated.

3 MR. SLAYBAUGH: You did go home on your own free will.
4 You weren't sent home.

5 MR. TEIXEIRA: No. I worked the seven days. I was sent
6 home because I couldn't get there to punch in. So then I decided
7 I was going to fully recuperate.

8 MR. KIRBY: It's only at that time, John, that the company
9 learned about the bad ribs?

10 MR. TEIXEIRA: Right, bad rib.

11 MR. KIRBY: And at that time, they then sent you the letter
12 and informed you that you had to have a full release to come
13 back to work.

14 MR. TEIXEIRA: Right.

15 MR. KIRBY: Or a release to come back to work.

16 MR. TEIXEIRA: Right.

17 MR. KIRBY: And you got the partial release initially,
18 which they wouldn't accept, and they said, "Don't come back until
19 you have a full release." Is that, in essence, the problem?

20 MR. TEIXEIRA: In essence, yes.

21 MR. KING: All right. Mr. Cozart, what have you got to say?

22 MR. COZART: First, we wrote about confirming the conver-
23 sation. Mr. Teixeira is a driver, that's right, but he also
24 works on the ramp in driving the tractor. So Mr. Teixeira
25 does more than just sit there at that steering wheel.

26 The first letter that we wrote was to confirm the conver-

1 sation. We didn't know anything about Mr. Teixeira getting hurt,
2 and the night he showed up for work and was late, he was sent
3 back home. Then there is some confusion whether he called Mr.
4 Schlichting--that's my assistant--or Mr. Schlichting called him.
5 Teixeira says that Schlichting called him, Schlichting says that
6 Teixeira called him. But anyway, the conversation was that's
7 when Teixeira told Schlichting about injuring his rib falling off
8 the ladder in painting his house. We didn't know he had been
9 injured before.

10 Then that's when I wrote him the letter and sent those
11 forms for his doctor to fill out. The letter doesn't say any-
12 thing about the doctor examining him; the letter just reads as
13 he read it. It doesn't say anything about examining. All we
14 want is the form to be filled, and the doctor filled it out.

15 I got the form right here that the doctor filled out and
16 returned, and it says: "Any work limitation?" It says: "Yes,
17 no heavy lifting for two-week period." And this form was dated
18 June the 3rd 1969. Now, he had been going to this doctor since
19 May the 17th, according to the doctor's report. So I sent him
20 the letter and the forms.

21 Now, those forms are the same forms for which we had a case
22 here a year ago now for Ward Allen. It was ruled on by this
23 Committee that if we sent people forms like that to have their
24 doctor fill out on an off-job injury, that we have to pay. As
25 well as I remember the ruling, we have to pay whatever the doctor
26 charged to fill out that form. We'd also have to pay the man his

1 travel time to that doctor's office, if he has to wait thirty
2 minutes or an hour to get it filled out, and then his travel time
3 back. As well as I remember, that was the ruling.

4 I offered to pay Mr. Teixeira that. He wouldn't take it,
5 he said "no." And he hasn't been paid yet because he refused to
6 accept it. As well as I remember, that's the ruling that was
7 here a year ago.

8 Now, after Mr. Teixeira brought the forms in--he personally
9 brought them in to me--

10 MR. SLAYBAUGH: When?

11 MR. COZART: On June the 3rd. --with that limitation on
12 there, and I said to Tex. . . And here is the letter I wrote
13 him confirming.

14 "I refer to my letter addressed to you June
15 2nd, and in regard to having your doctor complete
16 Form 1784A for our records, you returned a completed
17 copy of the Form 1784A to me and I advised you that
18 the doctor did not release you, and your answer was
19 that you knew it.

20 "I would like to point out that the Form 1784A
21 is dated June 3 1969, and under the question of
22 'Any work limitation,' the doctor has answered
23 'Yes,' with the statement of 'No heavy lifting
24 for two weeks period.'

25 "This is not a release for full duty, which you
26 are very well familiar with due to past experience.

1 It is imperative that you have a release from your
2 doctor for full duty before you will be allowed to
3 return to work.

4 "I noticed on June 11 and 12 1969 that you have
5 come to our place of business and punched the time
6 clock on a time card. I don't understand why you
7 are punching the time clock, but this is to advise
8 you not to report before you have the release for
9 full duty as mentioned."

10 I wrote that letter to Mr. Teixeira, with a copy to the
11 union. I got the receipts. And then we haven't heard any more
12 from that. This is a copy of this same letter to the union and
13 to Mr. Teixeira.

14 I have the form that the doctor filled in. Now, Mr. Teixeira
15 came in to my office on June the 19th, and here is the release
16 from the same doctor: "Mr. John Teixeira has recovered suffi-
17 ciently to return to work June 20 1969 with no limitation." And
18 that night is when he went to work.

19 Then I believe the next day or two I talked to him about
20 this and asked him if he wanted to give me the bill for having
21 this form filled out and his travel time for getting it filled
22 out, and he said, "No." He got mad, he jerked the paper out of
23 my hand. I told him, "I will take you off the job right now if
24 you don't give me that release back." So he gave it back to me.
25 That's the end.

26 Now, he wants to get paid for doctor's bills and two weeks'

1 loss of time that his own doctor didn't release him. And we
2 don't feel he has it coming. We have agreed to pay his travel
3 time to get this form filled out or any charge that the doctor
4 charged him for making the form out. We agreed to pay that.

5 MR. KING: Is there any question about the regulation
6 that's agreed to? Is there any argument about the company rule,
7 that on fellows getting releases, complete releases?

8 MR. TEIXEIRA: It's never happened before.

9 MR. KING: I didn't ask you that. I mean, the union, do
10 you know?

11 MR. DAVIS: Other than the ruling that Cozart is talking
12 about that we have from this Board?

13 MR. KING: But I mean the company rule, there is no
14 question? The company, have you applied this rule all the time?

15 MR. COZART: Ever since that I have worked for Santa Fe
16 Trail, we have never accepted a partial release; it's always been
17 a full release for regular duty.

18 MR. KING: Let me ask you something. The day that you
19 went to work and you were late, had you not been late, they
20 would have never known you were injured?

21 MR. TEIXEIRA: That's right.

22 MR. KING: Now, let me ask you something. Why did they
23 refuse to let you work that day?

24 MR. TEIXEIRA: I was two minutes late. That's another
25 point. I should have.

26 MR. KING: Wait a minute. Let me ask you the question.

1 Then when you were late and they sent you home and you realized
2 that you had the sore rib, then you decided, "I will take my
3 sick leave" to let you recuperate. Then the record speaks for
4 itself when the doctor cleared you altogether.

5 MR. TEIXEIRA: May I say something?

6 CHAIRMAN WILLIAMS: Go ahead.

7 MR. TEIXEIRA: When I did go to the doctor, my wounds were
8 not extensive. He didn't tape me, he left me at my discretion.
9 He didn't put tape or bandage or anything. It's stipulated it's
10 just contusion; in other words, it's just muscular.

11 The doctor, he refused. He wanted to pay the first one,
12 but the second one that he stipulated I go to see the doctor, he
13 didn't want to pay that; he just wanted to pay for the one, he
14 just wanted to pay for the first doctor bill. And, like he said,
15 he wanted to pay for the time. Not the second one, although he
16 stipulated.

17 As far as the heavy work at the ramp, I still have enough
18 seniority and the guys are very cooperative. They will give you
19 the easy job, which is driving.

20 MR. KING: Let me ask you one question. This is the only
21 thing that confuses me in my mind. The first one Cozart wanted
22 to pay?

23 MR. TEIXEIRA: Right.

24 MR. KING: The second one that he insisted that you had to
25 have a release, a complete release, he didn't want to pay?

26 MR. TEIXEIRA: Right.

1 MR. KING: Did the company tell you to go the first time,
2 or did you just arbitrarily go the first time?

3 MR. TEIXEIRA: No, he asked me to get a release the first
4 time.

5 CHAIRMAN WILLIAMS: That's when he got the partial.

6 MR. KING: I understand.

7 Anything else by the parties?

8 MR. SLAYBAUGH: One short question. You say that you
9 didn't feel that rib injury at work?

10 MR. TEIXEIRA: It was very sore. It's muscular. I was
11 sore. It didn't make it feel any better working.

12 MR. SLAYBAUGH: How much sick leave time did you have?

13 MR. TEIXEIRA: I thought I had--I noted that our sick
14 leave had never been posted--I thought I had one day, but I was
15 off four days, four, five days, and I wound up I had two days
16 sick leave. I thought I had one day, but I had two.

17 MR. KING: Anything else by the parties?

18 CHAIRMAN WILLIAMS: I want to ask one question. Is it true
19 that there has been a rule established at the Santa Fe Trail that
20 if a guy shows up later now, he doesn't get to go to work that
21 day?

22 MR. ALOISE: Right.

23 CHAIRMAN WILLIAMS: There is such a rule.

24 MR. ALOISE: There was a rule made from either this
25 Committee or Joint Committee downstairs at one time. At one
26 time, Roy, they let the guy come to work and they pay him for

1 hours worked if the guy was an hour late or half hour late. But
2 some wise guy filed a beef one day.

3 CHAIRMAN WILLIAMS: And they had to go back and pay him
4 eight.

5 MR. ALOISE: At that time, the company said, "Any time a
6 guy is late a minute, he doesn't go to work."

7 MR. KIRBY: Has it been applied uniformly, to your knowl-
8 edge?

9 MR. ALOISE: Within reason. I was there one time and I
10 was talking to the guy, trying to keep him from punching the
11 clock. Harry says, "Let him go to work."

12 MR. SLAYBAUGH: But the practice, it has been applied
13 uniformly.

14 MR. KING: You said "within reason." Why don't we ask the
15 guy that question? He would know. Why don't we bring him in
16 and find out why he was late?

17 MR. KIRBY: He says the train. Everybody says the train.

18 MR. ALOISE: The Santa Fe train crosses the street that the
19 guys come to work.

20 MR. KING: When you were late, was it the Santa Fe's train?

21 MR. TEIXEIRA: Right.

22 MR. KING: How long was the switch engine there?

23 MR. TEIXEIRA: I'm usually fifteen, twenty minutes early,
24 and I was about two minutes late. I don't know why they did it.

25 MR. SLAYBAUGH: I understand this is the only entrance.

26 MR. TEIXEIRA: That's right.

1 MR. SLAYBAUGH: Were a lot of other people late that
2 morning?

3 MR. TEIXEIRA: Wait a minute. This is graveyard. There is
4 only about five or six of us working. Most of them came in
5 early. I have a witness that was on my shift that came in early.
6 I was the only one that didn't come in early because I didn't
7 sign the overtime list.

8 MR. ALOISE: They went to work prior to their starting time.

9 CHAIRMAN WILLIAMS: All right. I think we have it now.

10 [Executive session.]

11 MR. KIRBY: Based on the full release dated 6/19/69, the
12 claim of Teixeira is denied. However, the day he was held up
13 by the Santa Fe switch engine, which resulted in him being two
14 minutes late, shall be paid.

15 In addition, the cost involved of securing the medical
16 releases shall also be paid by the company.

17 MR. KING: Second.

18 CHAIRMAN WILLIAMS: All those in favor, signify by saying
19 "Aye." Those opposed?

20 The motion is carried.

21 [Whereupon, the parties returned to the hearing room and
22 the motion was read by Mr. Kirby.]

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1 CASE #8-9-4814

AUGUST 12 1969

11:02 A.M.

2 SANTA FE TRAIL TRANSPORTATION COMPANY, and
3 Local 315, Martinez, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 H. F. COZART appeared on behalf of the employer.

11 VINCE ALOISE, JOE DAVIS, WILLIAM UMBERGER and DICK
12 ROYCE appeared on behalf of Local 315.

13 - - -

14 MR. ALOISE: Well, the case is simple enough. The company
15 has a system of phoning people for early calls. On June 6th of
16 '69, the company alleged that they telephoned Mr. Royce at four
17 a.m. to come to work, and Mr. Royce claims that he was home all
18 the time and the phone never did ring.

19 And we're contending this: that we are asking for the hours
20 that the man would have worked where a man with less seniority
21 worked. We're also asking that the early starts be posted at the
22 end of the last shift worked for the coming day.

23 CHAIRMAN WILLIAMS: Off the record.

24 [Remarks outside the record.]

25 MR. ALOISE: Our claim is for the hours that the men with
26 seniority lost because they were denied a phone call; and, No. 2,

1 that we wish to have the early starts posted the night before.

2 MR. KING: All right, Mr. Cozart.

3 MR. COZART: We can't post the early starts the night before
4 because this is strictly piggyback in Richmond. It's not dock
5 work, it's strictly piggyback, and we have to deliver these
6 trailers. That's why we call these men: to get the carloading
7 trailers delivered after the train gets in.

8 The train isn't due till six or seven o'clock in the
9 evening. I've got a stack of paper. If you take the time when
10 the train is due in and take your unload record, I can show you
11 where a number of those trailers were not unloading for twenty-
12 hours after they were due in. So we can't post the night before
13 what time for the men to come to work.

14 Where he claims he never got the call, there is a sheet;
15 it shows that he didn't answer the phone.

16 MR. SLAYBAUGH: Does the time show on this?

17 MR. ALOISE: This is prior to the teamster being on this.

18 CHAIRMAN WILLIAMS: Yes, yes.

19 MR. KING: This is prior.

20 MR. COZART: Then, after this took place, Vince and a couple
21 of other guys--

22 MR. ALOISE: Dave.

23 MR. COZART: --Dave and Herb Bright came down there, and
24 I don't believe Umberger was there.

25 MR. UMBERGER: No, I was on vacation.

26 MR. COZART: And they said, "Here is one guy's word against

1 the other. He says he called and Royce says he didn't get the
2 call, even though the time is written down and 'no answer' or
3 anything." He said, "Will you agree to have a teamster present
4 to make the calls?"

5 First, I told you no. Then I said, "The teamster can even
6 dial if he wants to, but I want him to sign the initials to his
7 name." And from that day, we're still living up to it. This
8 teamster is there every time those calls are made and he has to
9 initial the sheet. And like you fellows say, I haven't heard
10 any more.

11 MR. KING: Do you pay the teamster for dialing the call?

12 MR. COZART: He is on time and a half, seven dollars and
13 something an hour.

14 MR. SLAYBAUGH: I want to clear up something. The grievant
15 here has stated that he thinks there is some discriminatory
16 practice on the part of the dispatcher in making these calls.
17 Has this happened with frequency or happened before with this
18 particular grievant that he has been unable to reach him?

19 MR. COZART: My dispatchers tell me that sometimes Mr. Royce
20 answers the phone and sometimes he doesn't. Now, let me add one
21 thing to this. Those fellows sign that list. It's posted per
22 the agreement.

23 MR. SLAYBAUGH: This is your overtime list.

24 MR. COZART: We put it up on Thursday. They have two days
25 to make up their mind. The contract says Friday. We put it up
26 on Thursday. They got two days to make up their mind. Now, as

1 yet, a man that doesn't answer his phone, or if he answers it
2 and says, "Well, gee, I just got to bed, I can't come in," you
3 just go to the next man and write "no." Up to now, we never
4 even tried to give discipline to a man who refused to come in
5 early.

6 MR. SLAYBAUGH: You couldn't.

7 MR. COZART: Well, he signed the sheet. We feel, for
8 safety measures, if the man doesn't feel like he is able to work,
9 we don't discipline him. We go to the next man. I think we are
10 being fair.

11 CHAIRMAN WILLIAMS: You said one thing that was interesting
12 there, too, when you stated that these trains get in late. That's
13 how we started in the trucking business: by your damn trains
14 being late all the time and they wouldn't accept the trade.

15 MR. COZART: They are still late.

16 MR. KING: Any questions? Any rebuttal? We don't want to
17 shut anybody off.

18 MR. ALOISE: One rebuttal is this: that prior to us
19 inheriting Local 70's early call list, because that's where we
20 got it from, 315 had a posted list the night before for early
21 starts. When 70 moved into the area, they brought some of their
22 conditions with them, and this is one of them. We allowed it at
23 the time because the guys at the time were happy with it, but now,
24 like I say, since the discriminatory policy of the company about
25 calling guys in, we say we want the early calls posted the night
26 before and the pay for not only Mr. Royce; there are three other

1 people: Mr. Buccellato, Lindstrom-- There are three names that
2 I can think of at the top of my head.

3 MR. KIRBY: Vince, you have worked off of this early call
4 sheet as the company had it set up for how many months prior
5 to these grievances arising?

6 MR. ALOISE: Fifteen months.

7 MR. ROYCE: A year.

8 MR. ALOISE: About a year and a little more.

9 MR. COZART: We moved over there--

10 MR. DAVIS: January of last year.

11 MR. KING: How many grievances have you had on this issue
12 in a year?

13 MR. ALOISE: Four, five maybe.

14 MR. KIRBY: All right now?

15 MR. ALOISE: Right in the last few months.

16 MR. KING: Any other questions anybody?

17 All right. Excuse the parties.

18 [Executive session.]

19 MR. KIRBY: Based on the facts presented, the claim is
20 denied.

21 The dispatch procedure now in effect is approved by this
22 Committee.

23 CHAIRMAN WILLIAMS: All those in favor, signify by saying
24 "Aye." Those opposed?

25 The motion is carried.

26 [Whereupon, the parties returned to the hearing room and

1 the motion was read by the reporter.]

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1 CASE #8-9-4804

AUGUST 12 1969

11:40 A.M.

2 PACIFIC MOTOR TRUCK, and

3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, CHAIRMAN
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 DONALD McKNIGHT appeared on behalf of the company.

11 LOU RIGA, CHUCK MACK, ROBERT BELL and FRANK ALMEIDAS
12 appeared on behalf of Local 70.

13 - - -

14 MR. KING: All right.

15 MR. RIGA: This case that's being filed here against P.M.T.
16 is an operation that goes back some time when they had bid jobs
17 at 7 a.m. starts. I have the above employees. There are twelve
18 employees mentioned here in the filing, the original filing, that
19 their jobs were bid at a 7 a.m. start, and then, on April 23rd
20 1969, the company eliminated the 7 a.m. start and requested that
21 they start at 8 a.m. These bid jobs were not abolished in their
22 entirety, and the company reassigned them to the 8 a.m. start.

23 And the union feels here it is a violation of these people's
24 seniority rights. We have some of these people with twenty years
25 seniority. They are on a 7 a.m. start, and the only reason they
26 bid that job is because of the one hour overtime.

1 The company, rather than post these jobs for bid again and
2 allow these people to fall in on a reassignment where their
3 seniority fits in and allow other people to bid at 8 a.m., they
4 demanded that these people maintain the 8 a.m. start.

5 And we are requesting an hour at time and a half for all
6 the mornings involved here that they were denied their 7 a.m.
7 start.

8 I have here the shop steward, Bob Bell, who can testify to
9 the bids and the practice there that these bids were posted.

10 Bob.

11 MR. KING: Wait a minute. Before you get there, let me ask
12 you a question. What date was this that they reposted the bid?

13 MR. RIGA: On April 23rd '69.

14 MR. KING: April--

15 MR. RIGA: 23rd.

16 MR. KING: '69. OK.

17 MR. RIGA: They did not repost the bid. They just arbi-
18 trarily told these men on these 7 a.m. bids to come in at 8
19 o'clock.

20 MR. KING: Now, let me ask you one more question. When
21 did this group of men bid this job? When was it posted for bid
22 and when did they originally go on the job?

23 MR. RIGA: The majority of these people had bid these bids
24 over a ten-year period. Some of them go back as far as ten years.

25 MR. KING: You don't answer my question.

26 MR. RIGA: Well, you want the particular date?

1 MR. KING: Within reason. Did they all bid at different
2 times in the interim of ten years?

3 MR. RIGA: Yes.

4 MR. KING: You are the steward.

5 MR. BELL: At different times. Some of these had been on
6 the job for a year. One guy in particular had been on this job
7 for a year.

8 MR. KING: How many guys with more than a year that had
9 been on this job that were bid? Just how many? A number. Six?
10 Seven? Eight?

11 MR. BELL: There's twelve. I'd say eleven.

12 MR. KING: Now, let me ask one more question. All the
13 positions that are open at P.M.T. go up for bid?

14 MR. BELL: Yes.

15 MR. KING: Do you post them on the thing?

16 MR. BELL: Right.

17 MR. KING: This is an agreement between Local 70 and P.M.T.?

18 MR. BELL: Right.

19 MR. KING: This is not the contract; this is an agreement.

20 MR. RIGA: They bid classification.

21 MR. KING: You guys have negotiated a thing that you bid
22 down there.

23 MR. RIGA: We don't have anything in writing as far as
24 bidding. The practice has been maintained.

25 MR. KING: But this is an understanding between P.M.T. and
26 Local 70 that when all of these jobs come open you guys bid

1 them by virtue of your seniority, if you can qualify.

2 MR. RIGA: Well, there are exceptions there. For example,
3 bobtail runs, they will bid the classification. They have about
4 a fifty-man pool and they assign them periodically on a day-to-
5 day basis.

6 MR. KING: But you are only talking about guys with no
7 seniority in that group. The guys with the seniority bid the
8 choice jobs and the overtime.

9 MR. RIGA: The overtime. That's why they put them at 7
10 a.m., to protect the runs.

11 MR. KING: OK.

12 MR. RIGA: So this is the union's case here. We feel that
13 the 7 a.m. starting time should be protected because these jobs
14 are still in existence. For example, these military bids where
15 you had Kinyon and Nesslage go down the Army base, they are still
16 on the same runs, except the company has just eliminated their
17 7 a.m. start.

18 MR. KING: Let's go off the record a minute.

19 [Remarks outside the record.]

20 MR. RIGA: The company has given the work down at this Army
21 base to other people at the terminal and not maintaining the
22 practice that the bid men protect their bid jobs also.

23 MR. KING: You say that the company has given other people
24 at the terminal this same work at 7 o'clock in the morning?

25 MR. RIGA: No, at 8 o'clock. For example, like at the pig
26 ramp.

1 Now, Bob, do you want to clarify anything?

2 MR. BELL: To go down to the Navy base, they eliminate the
3 7 o'clock start, and every day of the week they have Nesslage
4 run this there. There are people that don't belong to any union,
5 and we run on there last week, people that belong to other unions
6 other than the local union.

7 I don't have the grievance decision, but we had a decision
8 when we were under the rider. The company did the same thing
9 with the military bid; they changed the starting on it from 7
10 to 7:30, left the men on it. We went to grievance and the
11 company was instructed as to how they would eliminate a 7 a.m.
12 start if they didn't want the start; they would abolish the
13 entire job and rebid the job at eight o'clock. The men were given
14 back pay at half an hour a day for every day they started at
15 7:30, and I think that there was a paste-up on this rule.

16 MR. RIGA: I don't have it here. I think I gave it to
17 Chuck Mack here.

18 MR. BELL: That decision was put down in 1965, I think it
19 was.

20 MR. KIRBY: Let me ask you the question. Do all these
21 twelve men do the same thing?

22 MR. BELL: No, some of them are loaders on the dock, some
23 of them are military drivers.

24 MR. KIRBY: Now, they were starting at 7, they are now
25 starting at 8 o'clock, but they are still continuing to do what
26 they were doing at 7. Is that right?

1 MR. BELL: Yes.

2 MR. KIRBY: In other words, the company has just moved
3 their job back one hour and they are continuing to handle the
4 same type of work.

5 MR. RIGA: OK. That's the union's case.

6 CHAIRMAN WILLIAMS: Let's hear from the company.

7 MR. McKNIGHT: We, in April, had need to eliminate, cut
8 back certain jobs which have been mentioned here due to several
9 operational changes. The primary operational change we made was
10 to increase the staff on the graveyard shift for the purpose of
11 loading local PUD trucks. By doing this, it was no longer
12 necessary to maintain these individuals that were working the
13 platform and other jobs at 7 a.m.

14 We posted a notice eliminating the 7 a.m. portion or elimi-
15 nating the 7 a.m. starting times and asking these people to
16 report at 8 a.m., or directing them to report at 8 a.m. They
17 are now frozen on their jobs. We did not eliminate the job,
18 because the job was still in existence. The positions are
19 presently operating today. The only portion of the position that
20 we eliminated was the 7 a.m. starting time.

21 Now, I think it should be pointed out at this point that
22 of these individuals that have been named in this grievance
23 complaint, only about half of them are on legitimate bids. The
24 remainder of them had been assigned previously, had worked into
25 these jobs, and they have been on them for several years in some
26 cases; no quarrel with that.

1 It was our contention, at the time we eliminated the early
2 start, that the contract provides for 8 a.m. starting times, it
3 provides for guaranteed days and it also provides for payment at
4 the rate of time and a half for work performed prior to the
5 regular starting time of 8 a.m. We have paid these individuals
6 when they started at 7 a.m. and time and a half, obviously,
7 between 7 and 8, or 6 and 8, whatever the case might have been.

8 There is a case that was submitted to this Committee at
9 the last session, I believe, the session in May, involving the
10 elimination of some early starts in Local 85 jurisdiction and
11 the C.M.E. In that case, the circumstances are very similar.
12 That case could be used as a guideline in adjudicating this one.

13 It was mentioned here by Mr. Riga that these individuals had
14 no opportunity to have any say in their reassignment or whatever
15 you wanted to call it. This is not a fact. The people were
16 directed that the 7 a.m. portion of the starting time had been
17 eliminated, they were instructed to report on their regular jobs
18 at 8 a.m.

19 We have an agreement in our bidding procedure at the P.M.T.
20 terminal where a man, when he is not satisfied with a bid, may
21 relinquish the bid by simply giving the chief dispatcher a
22 written notice. It's not as if, in other words, these men were
23 confined or arbitrarily restricted to that job. They did have
24 an opportunity, if they desired and did not want to work that
25 job any more at 8 a.m., to relinquish their rights on that job
26 and go wherever their seniority would have carried them.

1 MR. KIRBY: May I ask you a question? If I am one of the
2 men and I relinquish my so-called bid, I then go where my senior-
3 ity will take me. Suppose you had twelve doubles men, my senior-
4 ity would allow me to go that high. Would I go into that twelve
5 group and the bottom man be pushed back?

6 MR. McKNIGHT: Not under these circumstances. Had the job
7 been eliminated, had the entire job been eliminated, yes. In-
8 asmuch as the jobs were not eliminated in their entirety, no,
9 you would not have.

10 MR. KING: You asked part of the question I wanted to ask.
11 Let me ask you something. Do you have a written document of the
12 bidding procedure, the rules and regulations between P.M.T. and
13 Local 70?

14 MR. McKNIGHT: Unfortunately, no. We were directed by a--

15 MR. KING: You see the embarrassing position the Committee
16 is put in--

17 MR. McKNIGHT: Yes.

18 MR. KING: --when you acquiesce the fact that you have a
19 bidding procedure? But you could get into an argument here where
20 you say it is applicable in a certain way and the union says it
21 is in another way. How is a tribunal going to make an honest
22 decision?

23 MR. McKNIGHT: I am well aware of the situation it places
24 you in.

25 MR. KING: Do you agree that there is a bidding procedure
26 for job classification at P.M.T.?

1 MR. McKNIGHT: Yes, I agree there is. We have a bidding
2 procedure.

3 MR. KING: Do you also agree that it's not in the contract
4 that you are signatory to?

5 MR. McKNIGHT: I would agree to that, yes, absolutely. I
6 think, though, that I'd like to point out--

7 MR. KING: I'm not trying to pick it apart. All I am
8 saying is that these people that work at P.M.T. have been led
9 to believe or have been handled in a certain way. Now, they
10 change it. The union business agent comes in and is filing a
11 claim on behalf of these people. You say that we have a bidding
12 procedure, and I want to use your words, maybe not verbatim,
13 when you answered my red-headed constituent here; you said that
14 they can bump in when he asked about the twelve doubles, but not
15 in this particular instance. Is that what you said?

16 MR. McKNIGHT: Yes.

17 MR. KING: Now, the only way we would know whether they
18 could bump in this particular instance or any instance is if you
19 are going to have some rules where we go. I'm not picking on
20 you.

21 MR. McKNIGHT: I know that, George, but I'm sure that you
22 will remember that we have had this bidding situation before the
23 Bridge-Hoffa Commission in an effort to get it reduced to writing.
24 It's an unwieldy thing, we are not satisfied with it. I can't
25 speak for Local 70, I can't say how they would be satisfied, but
26 they have been steadfastly reluctant to reduce anything in this

1 bidding area to writing. We were directed at one time by the
2 Bridge-Hoffa Committee--

3 MR. KING: By me?

4 MR. McKNIGHT: Yes. --to reduce to writing, to get
5 together and formulate a bidding procedure, and we were unable
6 to accomplish that.

7 MR. KING: Not me, I wasn't there in '65.

8 MR. BELL: That was by Bridge-Hoffa. I also might add that
9 the company, after the direction came down, they agreed that
10 they would forget about it.

11 MR. KING: I wasn't there in '65. I was working for the
12 union. Hoffa turned that over to me in 1966.

13 MR. McKNIGHT: Well, it came out of that grievance proce-
14 dure.

15 MR. KING: Let me ask you something else. They made a
16 statement--again, it's how to resolve that problem--they made a
17 statement that this decision came down in the Bridge-Hoffa Rider.
18 You made a statement that this decision did come down. Now, the
19 decision that came down the way the steward said it, did you have
20 to pay him?

21 MR. McKNIGHT: Based on the decision that I have, dated
22 September 28 1965-- And I think Mr. Bell said it was a 1965
23 decision. This is the only decision that I have been able to
24 come up with out of our records. I presume we are talking about
25 the same case.

26 MR. KING: Let's go off the record a minute.

1 [Remarks outside the record.]

2 [Executive session.]

3 CHAIRMAN WILLIAMS: It is understood in this case that
4 there is a set of rules based on a decision in a previous case
5 and those records are available in the Western Conference office.

6 They will be submitted to the parties involved, and this
7 case will be governed by those rules set out in the previous case.

8 [Whereupon, the parties returned to the hearing room and
9 the decision was read by the reporter.]

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1 CASE #8-9-4800

AUGUST 12 1969

2:01 P.M.

2 DiSALVO TRUCK LINES, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

EMPLOYER COMMITTEE:

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 BOB LAWLOR appeared on behalf of the employer.

11 LEROY NUNES appeared on behalf of Local 70.

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14 MR. NUNES: The company bobtailed a Local 85 driver from
15 San Francisco to the piggyback terminal in Oakland where he
16 picked up a loaded van and delivered it.

17 The union is requesting a day's pay for an employee laid
18 off.

19 The reason for the filing of this case was that DiSalvo
20 Truck Lines moved their operation over to Oakland and put on a
21 night crew for the loading and unloading of pigs. And, evidently,
22 it didn't work out too well and most of this work went back to
23 San Francisco, and the crew that was working on the swing shift
24 was laid off.

25 So, we're under the contention that if they now send an 85
26 man over to pick up a trailer and deliver it, it should be the

1 work of a laid-off employee.

2 MR. KIRBY: Where did they deliver it, Roy?

3 MR. NUNES: You'll have to ask Bob.

4 MR. LAWLOR: Brisbane, San Francisco.

5 MR. NUNES: If he had come over with the pig or an empty
6 and left it there and brought another one back, there would be
7 no question.

8 MR. KIRBY: He delivered the thing in 85 jurisdiction?

9 MR. NUNES: Yes.

10 MR. SLAYBAUGH: Freight destined for San Francisco?

11 MR. LAWLOR: Yes.

12 MR. KIRBY: Where did that man end up with the equipment
13 that way?

14 MR. LAWLOR: He returned the trailer to Ringsby in San
15 Francisco. The load was consigned to San Francisco, the trailer
16 was delivered to the pig ramp.

17 [Executive session.]

18 MR. KING: Based on the facts in this particular case, the
19 claim of the union is denied.

20 MR. KIRBY: Second.

21 CHAIRMAN WILLIAMS: You heard the motion.

22 All those in favor, signify by saying "Aye." Those
23 opposed?

24 The motion is carried.

25 [Whereupon, the parties returned to the hearing room and
26 the motion was read by the reporter.]

1 CASE #8-9-4801

AUGUST 12 1969

3:30 P.M.

2 NAVAJO FREIGHT LINES, and

3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

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6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 PETER ATCHISON appeared on behalf of the employer.

11 ROY NUNES appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: All right. Let's go on Case 4801
14 involving Local 70, Oakland, and Navajo Freight Lines.

15 MR. NUNES: The union is requesting the permanent hostler's
16 rate of pay be paid to Mr. Edley and also request all back monies
17 due.

18 The company posted a bid. The successful bidder for relief
19 graveyard hostler is R. Edley, who performs this duty ninety
20 percent of the time, as the company has admitted when we had our
21 first meeting.

22 The union feels that, being that it is a bid position and
23 he is the man that bid it by seniority, and he is also an asset
24 to the company because they rely on this one man as the relief
25 hostler, that he should be paid the permanent rate of pay at
26 hostler's rate. The motion--

1 CHAIRMAN WILLIAMS: Anyway, it deadlocked.

2 MR. NUNES: Yes.

3 MR. KIRBY: Roy, there is a hostler on the shift. There
4 is now, by virtue of this, since it's a higher-paid classification,
5 a relief hostler that Mr. Edley bid. What does Mr. Edley do when
6 he does not do the hostling on a relief basis?

7 MR. NUNES: He works the platform.

8 MR. KIRBY: He works the platform and the company pays him
9 the platform scale?

10 MR. NUNES: This is what we are arguing.

11 MR. ATCHISON: If he works all night.

12 MR. KIRBY: If the hostler on the shift does not show up,
13 rather than going to the fifteen or twenty men, Mr. Edley goes
14 out and performs the hostling and receives the hostler rate of
15 pay.

16 MR. NUNES: Which he does ninety percent of the time.

17 MR. SLAYBAUGH: What was the original bid?

18 MR. ATCHISON: "There is an opening for relief hostler on
19 the graveyard shift. Position requires a Class 1 license. All
20 interested, please sign below."

21 MR. KING: The union's position is that if they took a
22 guy, they'd pay him, but because they bid a job and gave him a
23 classification and he bid it, they should pay him the classifi-
24 cation. This is the union's position.

25 MR. SLAYBAUGH: It is a fact that he bid hostler.

26 MR. KING: It is a fact that the contract doesn't have

1 to bid, but they bid. This is what kills you when you sit here!

2 MR. SLAYBAUGH: I appreciate that.

3 MR. KIRBY: George, from my standpoint, maybe I ought to
4 get this thing cleared because of the contract section of filling
5 higher-paid positions. Here is a hostler. We know that draws
6 the top scale of the agreement. It's a higher-paid position.
7 The contract says: "In filling higher paid positions under this
8 Agreement, employees working in other classifications under the
9 jurisdiction of this Agreement shall be given reasonable trial
10 on the basis of seniority to demonstrate their ability in which
11 to qualify for such positions."

12 MR. KING: You know what that was for--and he can correct
13 me if I am wrong. If there was a permanent position of a higher-
14 paid classification, the employer could not arbitrarily say he
15 didn't want Georgie King if I could qualify, and he had to give
16 me the opportunity. If it was for temporary, it had nothing to
17 do with temporary; they could take any guy on that dock and send
18 him out and give him that dollar.

19 That's the way it was negotiated. There are minutes to
20 that effect.

21 MR. KIRBY: But here is a company where you are, in this
22 higher-paid position, going out on certain nights, the relief
23 hostler. They have said through their barn, "Here is more money
24 on given nights. Who would like that when it's available?"

25 MR. KING: All right. I know what you are saying. Let
26 the company--

1 How do you bid your heavy men down there?

2 MR. NUNES: The same.

3 MR. KING: You put it up for bid?

4 MR. NUNES: Yes.

5 MR. KING: Do you bid designated routes at Navajo?

6 MR. ATCHISON: Not really.

7 MR. KIRBY: You bid the pay slots.

8 MR. SLAYBAUGH: What does that type of a bid usually say?
9 Regular job?

10 MR. ATCHISON: "There is a route driving position open on
11 day shift."

12 MR. NUNES: Because they only have two scales of pay. They
13 eliminated bobtail.

14 MR. KING: But they are permanent.

15 MR. ATCHISON: These are vacancies that are created.

16 MR. KING: Wouldn't you say that you bid this guy's position
17 because--I don't want to put words in your mouth.

18 MR. ATCHISON: No, there was a permanent position that was
19 bid. We have one hostler on the shift, one regular hostler on
20 the shift. This was a relief hostling position in case of
21 absences, or at that time, if we needed an extra man in the yard,
22 we wanted one man to be available for this work.

23 MR. KING: Now, let me ask you something. How many times
24 would you say--because you know more than the business agent
25 because the business agent only hears what the member wants to
26 tell him; you got actual records of the thing.

1 MR. ATCHISON: Yeah.

2 MR. KING: How many days a week would you say that this guy
3 hostles?

4 MR. ATCHISON: Four.

5 MR. KING: On an average?

6 MR. ATCHISON: On an average, four.

7 MR. NUNES: That's what I said, about ninety percent.

8 MR. ATCHISON: At some time during four shifts during the
9 week he will hostile, but not always, not every night. He won't
10 spend all of his time in the yard every night.

11 MR. SLAYBAUGH: On those nights when he does any hostling
12 at all--

13 MR. ATCHISON: He is paid for the shift.

14 [Remarks outside the record.]

15 [Executive session.]

16 CHAIRMAN WILLIAMS: The Committee retains jurisdiction on
17 this case and places it in the hopper with similar cases to be
18 settled by the Special Committee.

19 [Whereupon, the parties returned to the hearing room and
20 the decision was read by the reporter.]

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MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JWAC COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

MONDAY, AUGUST 11, 1969, at 9:00 A. M.

HOTEL CALIFORNIAN - SAN FRANCISCO, CALIFORNIA

* * * * *

The meeting was called to order at 9:00 A.M., Monday, August 11, 1969 by Joe Diviny, Chairman.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Verne Milton
George Rohrer
Harry Kachadoorian
Harry Marshall
Bob Chaney
Gene Shepherd
Bill Waggoner

Bob Rampy
Art Hardy
Harry Bath
Elgie Farris
Barney Volkoff
George King
Glenn Jones

Bob Shaw
Ted Merrill

2. The Minutes of the meeting of the Union members of the JWAC and Local Union Representatives held on Monday, May 12, 1969 were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc. were present in the meeting.

Al Brundage - Attorney
Joe Stovall - Local 941
Pat Patton - Local 208
Ed Shapiro - Local 208
Fred Hamilton - Local 222
Bob Perrine - Local 104
Pete Kurbatoff - Local 235
J. W. George - Local 911
Loyd Turner - Local 988
Frank Wilson - Local 467
John T. Williams - Local 208
Jess Arnold - Local 81
Clyde Goad - Local 600
Clyde Crosby - I. B. T.
Carl Lindeman - Local 396
Bob Phair - Local 313
Manuel Magan - Local 208
William McCollum - Local 310
C. B. Burkhalter - Local 941
Don Lane - Local 600
Ed Mulnex - Local 941
Bill Sarver - Local 839
Al Appelbaum - Local 468
J. L. Mery - Local 381
Dick Piland - Local 745
J. P. Gumbert - Local 745

Blackie Clark - Local 542
Bill Manos - Local 235
Ed Blackmarr - Local 208
Ed Dietrich - Local 208
Joe Davis - Local 315
Vern Cameron - Local 222
Cecil Tobin - Local 150
Dan Dean - Local 988
Bob Couri - Local 988
Frank Bushnell - Local 17
Ernie Freitas - Local 468
Harvey Killman - Local 386
C. H. Augustine - Local 657
James Donohue - Local 396
Gene Bedford - Local 692
Al Quintero - Local 208
Al Hill - Local 983
Hall Cowen - Local 190
Lee Judd - Local 911
Bob Porter - Local 224
Lou Riga - Local 70
Roy Nunes - Local 70
C. Brenner - Local 208
Buddy Wright - Local 94
Fred Stanford - Local 745
E. F. Johnson - Local 745

The Union Committee remains the same with the following exception - Glenn Jones of Local 492 replaces Allan Griggs.

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

MAIN COMMITTEE: (O. T. R.)

Joe Diviny - Chairman
Harry Bath
Verne Milton
Gene Shepherd
Fred Hofmann
Floyd Mendenhall

Ernie Hincer - Secretary

Jerry Vercesi - Sgt.-at-Arms

SUB-COMMITTEE ON LOCAL OPERATIONS:

Barney Volkoff
Art Hardy
George Rohrer
Art Trimble
Elgie Farris
Harry Marshall

Jack Crotty - Secretary

Herb Helmers - Sgt.-at-Arms

CHANGE OF OPERATIONS COMMITTEE:

Bill Waggoner - Chairman
Robert Rampy
Glenn Jones
Robert Shaw
Harry Kachadoorian

Joe Morrill - Secretary

Horace Manning - Sgt.-at-Arms

JOINT COUNCIL #7 COMMITTEE:

Roy Williams
George King

5. Powers of Attorney approved by the Western Master Freight Division -
(See Attached)
6. Standard Contract Participation approved by the division, August, 1969.
(See Attached)
7. ADJOURNMENT.

THE FOLLOWING POWERS OF ATTORNEY
HAVE BEEN APPROVED BY
THE WESTERN MASTER FREIGHT DIVISION

(JWAC - August, 1969)

Motor Cargo, Inc. - Western States Area Master Agreement and Heavy Specialized and Oilfield Supplemental Wage Agreement. Concurrence from Local 224, July 28, 1969. Approved WMFD August 1, 1969.

Thompson Bros., Inc. - National Master Freight Agreement and Western States Area Over-the-Road Supplemental Agreement. Concurrence from Local 315, June 4, 1969. Approved WMFD June 11, 1969.

STANDARD CONTRACT PARTICIPATION

(JWAC - August, 1969)

Gonzales Trucking Co. and Local Union No. 208. National Master Freight Agreement and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD August 1, 1969.

Lodi Truck Service and Local Union No. 208. National Master Freight Agreement and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD July 11, 1969.

Major Truck Lines and Local Union No. 208. National Master and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD June 16, 1969.

Roywill Transportation Co. and Local Union No. 208. National Master Freight Agreement and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD July 11, 1969.

Tetro Brothers Trucking and Local Union No. 208. National Master Freight Agreement and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD May 20, 1969.

Transport Clearings and Local Union No. 357. National Master Freight Agreement and applicable supplements thereto (and job classifications as per schedule). Approved WMFD August 11, 1969.

Vande Brake Trucking and Local Union No. 208. National Master Freight Agreement and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD July 11, 1969.

Yale Freight Lines and Local Union No. 208. National Master Freight Agreement and Western States Area Pick-up and Delivery Supplemental Agreement. Approved WMFD August 11, 1969.

DECISIONS OF NATIONAL GRIEVANCE COMMITTEE & MULTI-CONFERENCE
GRIEVANCE COMMITTEE - MEETINGS OF JULY 30-31, 1969

Case # Local 180 (Los Angeles) and Transcon Lines, Inc. Joint Western
11-7-3450 Area Committee Case #11-7-3450. Request for reconsideration of
 discharge of Scott Benjamin and Miles Hamper. Deadlocked
 Western Conference Committee, November 15, 1967. (MC-3-68-W1)

DECISION: The records of the Multi-Conference Grievance Committee show that
 the above captioned matter was reconsidered pursuant to request.
 Thereafter, a motion was adopted by the Multi-Conference Committee
 that no new evidence was presented which was not previously available
 and/or considered, and therefore, the request for reconsideration
 was denied.

Case # Local 17 (Denver) and Burlington Truck Lines, Inc. Deadlocked
8-8-3919 August, 1968, Joint Western Area Grievance Committee. Joint
 Western Area Committee Case #8-8-3919. Article 38 (Scope of
 Agreement), Western States Area Pickup and Delivery Supplement.
 (MC-10-68-W4)

DISPOSITION: The records of the Multi-Conference Grievance Committee show
 that the above captioned matter has been postponed.

Case # Local 180 (Los Angeles) and Consolidated Freightways. Joint Western
11-8-4154 Area Committee Case #11-8-4154. A request of the Joint Western
 Area Grievance Committee regarding the intent of Article 16 of the
 National Master Freight Agreement (Equipment, Accidents
 and Reports). N-3-69-W1.

DISPOSITION: The records of the National Grievance Committee show the above
 captioned matter has been postponed.

Case # Local 180 (Los Angeles) and Navajo Freight Lines. Deadlocked
5-9-4620 Western States Area Grievance Committee, May 1969. Joint Western
 Area Committee Case #5-9-4620. Article 42, Section 4 (Change
 of Terminals), Article 54, Section 4 (Runaround Penalty), Western
 States OTR Supplement. Article 8, Section 2 (e) (Change of Operations)
 National Master Freight Agreement. (MC-7-69-W-1)

DISPOSITION: The records of the Multi-Conference Grievance Committee show that
 the above captioned matter was withdrawn from the Multi-Conference
 Committee agenda, with the committee recommendation that a
 committee be appointed by the California Trucking Assn. to meet with
 the previously appointed committee representing the Western Con-
 ference of Teamsters.